THE CITY OF GLEN COVE

GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY
9 GLEN STREET
GLEN COVE, NY 11542

REQUEST FOR PROPOSALS

BROWNFIELD SITE REMEDIATION: PROFESSIONAL SERVICES

IDA 2011-002

BF97285006

BF98297603

On behalf of the Glen Cove Industrial Development Agency ("IDA"), the Glen Cove Community Development Agency ("CDA") issues the following Request for Proposals (RFP). The purpose and intent of this Request is to obtain Proposals for the performance of professional services relating to the remediation of a Brownfield located at 10 Garvies Point Road, Glen Cove New York, 11542.

This project is being funded by multiple cooperative agreements with the U.S. Environmental Protection Agency (EPA) and the Housing and Urban Development administrations' Community Development Block Grant Program. It is therefore subject to the conditions of those agreements as well as the specific regulations that apply to the expenditure of federal dollars (40 CFR Part 35 Subpart 0, and 40 CFR Part 31) (Statutes available at http://ecfr.gpoaccess.gov), and all applicable conditions outlined in Exhibit B (attached). The contract awarded will comply with all State and Federal Statutes relating to labor and workers' compensation as well as Disadvantaged Business Enterprise Fair Share requirements. All contractors must certify that they are not debarred from receiving federal or state contracts or funds.

Questions on the RFP may be referred to Ms. Erin Reilley at the CDA. Ms. Reilley can be reached at ereilley@glencovecda.org. The CDA is a N.Y.S. Municipal Agency and will be acting on behalf of the IDA for purposes of this project.

1. PROJECT OVERVIEW AND WORK DESCRIPTION

The IDA is the owner of a parcel on the north shore of Glen Cove Creek, located at 10 Garvies Point Road, Glen Cove NY, 11542 (Section 21, Block A, Lot 114). The parcel is approximately .8 acres, and is bulkheaded along the south property line.

The site is a former fuel storage facility that has most recently been used as a salvage yard and unauthorized transfer station. The site is contaminated with metals, volatile organic compounds,

diesel fuel, and pesticides. Phase 1 and 2 Assessments and supplemental Phase 2 testing have been performed for the site. It is the IDA's intention to remediate the site to New York State DEC Restricted Residential Standards. The planned future use for the site is a passive park, and part of a pedestrian esplanade servicing the City's Waterfront Revitalization Area.

Construction remedies have been outlined by the IDA's remedial design consultant. The remedy is composed of a base remediation project, entailing excavation of 2 feet of soil across the site, and 3 excavation options which would address defined areas of deeper contamination. A description of the remedy is Attachment 1 of this document. Construction bid documents have been drafted according to this remedy; the bid process for the construction contractor will be performed concurrent with the process for this RFP.

Funding for this project is provided via several agreements with the USEPA. The Glen Cove IDA is the direct recipient of a USEPA brownfield cleanup grant, and has secured a loan from the USEPA's Brownfield Revolving Loan Fund (BRLF) and supplementary BRLF funding via the Nassau County Office of Community Development. Coordination will be required with the EPA and the NYSDEC; the consultant may be asked to coordinate with the Nassau County Office of Community Development, the New York State Department of Health, and any other Federal, State or Local agencies determined to have jurisdiction, as well as attorneys employed by the IDA.

2. Tasks

2.1 Meetings

The CDA/ IDA shall hold a project scoping meeting with the consultant(s), and other project partners as appropriate, to review project requirements, site conditions, and roles and responsibilities; identify new information needs and next steps; and transfer any information to the consultant(s) which would assist in completion of the project. Meeting participants shall also identify the site boundary and any available land use data, maps or reports that are relevant site remediation. The consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to IDA approval of the proposed approach as outlined in the meeting summary. Progress meetings shall be convened monthly or on an as-needed basis throughout the construction schedule. It is estimated that there will be no more that twelve (12) of these meetings.

Products: Scoping and progress meetings with appropriate parties. Written meeting summaries outlining agreements/understandings reached, delivered via e-mail in word or .pdf format within one week's time.

2.2 Contract Administration

The consultant shall review all contractor submittals, attend meetings with contractor and sub-contractors as necessary, review and approve payment submittals, prepare and negotiate change orders, complete required forms, reports, and paperwork related to federally funded projects and prepare meeting minutes and schedules.

Products: Documentation of described activities in monthly progress reports and as required by the IDA and regulatory agencies.

2.3 Permits and Notifications

The consultant shall assist with review and modifications if and as necessary to the existing SEQRA for the site remediation (Negative Declaration). The consultant shall procure all permits and perform all notifications as required by USEPA, NYSDEC, Nassau County and the City of Glen Cove etc. as required for the remediation and removal of hazardous materials. All written notifications to the Contractor are to be prepared and sent by Consultant as directed by IDA.

Products: Documentation of described activities in monthly progress reports and as required by the IDA and regulatory agencies.

2.4 Construction Oversight and Inspection

The consultant shall perform all necessary engineering field coordination, attend meetings as required, and complete all field change modifications and designs in order to maintain the agreed upon construction schedule, adhere to the available funding and to the approved Remedial Design Work Plan, and address any unforeseen field conditions. The consultant shall provide professional engineering opinions for construction related issues, and shall through their own staff of engineers, interpret all designs, drawings, and environmental samples involved in the work. The Consultant will be required to make visits to the site such as may be necessary to resolve any conflicts concerning designs, construction, or for the interpretation of plans and specifications in order to adhere to the construction schedule and the agreed-upon remedial standards. The Consultant shall oversee the construction in order to ensure that all construction specifications are being met, that all work is done in accordance with the established Quality Assurance / Quality Control Plan (QA/QC) and Health and Safety Plan (HASP), and that the construction is of high quality and conscientiously executed.

Site photos before, during and after remediation are to be provided by the consultant with time and date stamp on each photograph. Any anomalies are to be documented by photo(s) along with a written description of conditions.

Daily Field Activity Logs are to be maintained by the Consultant and submitted to IDA weekly.

Products: Documentation of described activities in monthly progress reports and as required by the IDA and regulatory agencies.

2.5 Agency coordination

The Consultant shall be responsible for preparation of required forms and reports relating to federal funding and coordination with the NYSDEC and EPA, and correspondence with NYSDEC and EPA as necessary to address contingencies and agency approval of remedial actions. Consultant must be familiar with the provisions of FSLA, Davis-Bacon, HUD Form 11 and Federal Section 3 Requirements and ensure contractor compliance with same.

Products: Documentation of described activities and deliverables in monthly progress reports and as required by the IDA and regulatory agencies.

2.6 Certification of Completion

The Project Manager or a designated team member shall meet the definition of a Qualified Environmental Professional (QEP) (see section 3.8). The QEP will provide oversight of the implementation of the cleanup plan, ensure that the State cleanup requirements are met throughout the project, and ensure that endpoint samples have met or surpassed the restricted residential standards of the State. Upon completion of remedial construction, the QEP shall certify these actions, and provide a formal certification which directly corresponds to NYSDEC-issued certificate of completion.

Products: Formal Certification of Completion (five hardcopies and a .pdf version), and periodic assurances that the workplan is meeting agreed-upon standards as required by the IDA and regulatory agencies.

2.7 Monthly Progress Reports

The consultant(s) shall provide monthly progress reports to the IDA for the IDA's general information and for use in reporting to Federal agencies. Progress reports shall describe completed activities and tasks, upcoming tasks to be performed, MBE/WBE utilization per month (this item shall also be recorded according to federal fiscal quarter), and expended/ remaining budgeted funding per activity as delineated by the IDA. The consultant shall keep accurate and ongoing financial records, and will be required to implement strict accounting procedures to account for expenditures by all contractors and subcontractors affiliated with the project.

Products: Monthly progress reports, submitted in hardcopy and .pdf format, financial records available for reference and inspection as needed.

3. SUBMISSION INFORMATION

Requirements

The Consultant shall demonstrate that the firm(s) has relevant experience in performing projects of comparable value and scope to the type described in this RFP. Proposals shall include no less than 3 references for similar types of projects performed with contact information. Each proposal shall be prepared concisely, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation.

3.1 Submissions shall be signed by an authorized representative of the firm.

3.2 Proposals shall be single spaced, with font size not less that 12pt. and be limited to 20 pages one side only. This page limit does not apply to the cover letter, cost estimate, or certifications.

3.3 Proposals shall be accompanied by the following: a cover letter; cost estimate; a single-page certification that the proposer is not debarred from receiving federal or state funds or contracts; a non- collusive bidding statement executed and notarized by a principal of the company; and a statement of fiscal capability. **Each copy** of the proposal must be accompanied by these items.

3.4 The cover letter must clearly state the following: contact information for the correct point of contact at the proposing firm, including e-mail address, mailing address, and phone number; participation by MBE-WBE firms, calculated by percentage of total contract price; and contact information for all proposed sub-consultants. In this document, the proposer make a statement disclosing whether any affiliates (parent companies, subsidiaries, subcontractors, partners, etc.) may be parties responsible for contamination at the Site.

3.5 The Proposer is instructed to submit the cost estimate form as it is provided, without alteration of task or item numbers. Should modifications or additional notes be necessary, the proposer is instructed to describe them on a single additional page.

3.6 Incomplete submissions that do not include all of the requested components will not be accepted for review and consideration.

3.7 The consultant shall submit 5 hardcopies of the proposal and one copy in .pdf format.

3.8 The proposal shall be presented in seven (7) separate tabs as noted:

- Proposed Staffing: Identify all significant project team members who will be assigned to the project, their titles and statement of qualifications including all sub-consultants. For the purposes of this project, either the Project Manager or a dedicated review staff person shall be a Qualified Environmental Professional (QEP) as recognized by the USEPA and the NYSDEC. A QEP shall be defined as an individual holding a current professional engineer's or a professional geologist's license or registration issued by the State of New York or another state, and having the equivalent of three years of full-time relevant experience in site investigation and remediation.

- Project Approach and understanding: Understanding the proposed scope of work. Provide a project approach describing how the team will meet the objectives of the IDA; provide a quality project; meet environmental and regulatory requirements; be cost effective; and ensure timely completion.

- Experience: Describe the overall expertise and experience of the firm and sub-consultants relative to the scope of work contained in this RFP.

- Schedule: Develop an estimated schedule of work for the tasks required.

- References: Provide references for similar type of work as requested in this RFP, including recent project information, along with contact name and phone number. References should include projects of similar scope and scale. Please note that all projects conducted for the City of Glen Cove, the Glen Cove Community Development Agency, or the Glen Cove Industrial Development Agency will not count as a reference. The Proposer is welcome to list such projects in the Experience section as examples of their local work history.

- Location: Provide the geographic location of the firm relative to the site location. The firm should include a street address of the office proposed to handle the work. Preference will be given to firms that are located within a moderate driving distance.

- Cost Estimate: Include pricing estimate incorporating the attached pricing sheet and listing the per-hour rates of the all personnel proposed to work on the project, as well as the appropriate (per diem, per hour, or per activity) charges for all subcontractors. Short listed firms will be instructed to provide a sealed cost proposal at a later date.

3.9 The firm and its sub-consultants shall carry professional liability insurance in the amount of not less than $5,000,000. The amount of insurance shall remain in effect throughout the period of responsibility of the project, and evidence of said insurance shall be supplied to the IDA at the time the contract for this project is awarded.

4. M/WBE-EEO Requirements

The submission is required to reflect the following requirements:

4.1 The proposer is required to provide equal opportunities to minority and women with regard to all jobs necessary for the performance of work or contracts required by the contract. In doing so, the bidder agrees to make good faith efforts to employ minorities for at least 10 percent of, and women for at least 10 percent of the workforce hours required for completion of the project. The bidder will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status.

5. Submission Deadline

Respondents must submit their proposals on or before 4 PM on XXXX 2011 to the City of Glen Cove CDA. Submissions should be addressed to the Glen Cove CDA, Room 206, City Hall, 9 Glen Street, Glen Cove, NY 11542, attention: Erin Reilley. The CDA will rank all proposals and interview the top candidates if necessary. A submission may be withdrawn, only by written request, at any time prior to the date specified as the submission deadline. The successful candidate shall *not* modify the proposal after having been notified that the submission has been accepted by the CDA, except at the written request of the CDA.

The CDA will rank all proposals and short list firms based on their qualifications. For purposes of this RFP a cost estimate is requested. A detailed budget and a Standard Form 330 will be requested of all short listed teams.

Submission attests to the firm's ability to perform *all* tasks required. The CDA reserves the right to reject any and all submissions received and to waive any informality in the bidding and to accept the submission which in its judgment best serves the interest of the project and the IDA.

6. General Information

A proposing firm may request a clarification or interpretation prior to submission; all questions are due XXXX 2011. However all contact with Erin Reilley, the authorized contact person, shall be made by fax (516) 759-8389, e-mail ereilley@glencovecda.org or sent to Erin Reilley, Grants Administrator, Glen Cove CDA, 9 Glen Street, Glen Cove, NY 11542. Phone calls are not accepted. No contact with any other CDA or funding agency personnel other than the authorized contact person regarding this project is allowed until such time as an award has been made. Ms. Reilley will compile all answers which pertain specifically to this project and will distribute them to the list of registered bidders on or by XXXX 2011. All answers will be disseminated via e-mail; please make sure Ms. Reilley is in possession of a working e-mail address.

7. Evaluation

The proposals will be evaluated by the CDA using the following criteria in the indicated priority order with the assigned weighted point value. Proposals will be reviewed on quality, expertise and completeness; applicability of proposed alternatives and/or enhancements to information requested; and reasonableness of cost. Price will be a consideration but will not be the final deciding factor.

Team Qualifications	25 points
Experience with similar projects	25 points
Reasonableness of the estimated cost	20 points
Firms previous experience with municipal clients	15 points
Proposed Schedule & availability of key personnel	10 points
Location	5 points

Total: 100 points

It is the policy of the IDA and the CDA to encourage minority business enterprise participation in this project by contractors, subcontractors and suppliers, and all bidders are expected to cooperate in implementing this policy.

All consultants submitting proposals may be required to appear for personal interviews at the offices of the Agency. Non-attendance will be grounds for disqualification.

Consultants may be subjected to additional questions by the Agency. Non-responses will be grounds for disqualification.

The CDA may waive any and all informalities in choosing candidates. The perspective consultants must make their solicitation with no expectation of reimbursement or compensation for time or material costs incurred in preparation of this solicitation.

8. Addenda

The CDA reserves the right to revise the Request for Proposals (RFP) at any time up to the time set for submission of the proposals. Any such revision(s) shall be described in Addenda to the RFP that shall provide to all firms that received RFP documents. If the CDA determines that the Addenda may require significant changes to the scope of work, the deadline for submitting the proposals may be extended by the number of days that the CDA determines necessary. The submitting firm must acknowledge in its submission cover letter what Addenda they received in list format.

9. Attachments

Attachment 1: Engineer's Estimate and Graphic of Remedial Plan, Dated June 2011

Attachment 2: Remedial Design Work Plan, Dated October 2010 (Please see Alternative 2).

Attachment 3: Section B requirements

Attachment 4: Sample Contract Language

Attachment 5: Cost Estimate Form

Attachment 1

DOXEY SITE
GLEN COVE, NEW YORK
BUDGETARY CAPITAL COST ESTIMATE

ITEM DESCRIPTION	ESTIMATED COST
BASE BID ITEMS	
Ancillary Costs [(1)]	$125,000
Demolition and Removals	$55,000
Excavation of Non-Hazardous Soils - Area 1	$51,000
Excavation of Non-Hazardous Petroleum Impacted Soils - Area 2	$20,000
Excavation Endpoint Sampling	$40,000
Transportation and Disposal of Non-Hazardous Soils - Area 1	$231,000
Transportation and Disposal of Non-Hazardous Petroleum Impacted Soils - Area 2	$70,000
Demarcation Layer	$16,000
Backfill and Compaction	$82,000
Site Restoration	$41,000
BASE BID ITEM SUBTOTAL:	**$731,000**
ALTERNATE BID ITEMS	
ALTERNATE A1 - Excavation of Non-Hazardous Soils - Areas 3 & 4	$17,000
ALTERNATE A2 - Excavation Endpoint Sampling - Areas 3 & 4	$8,000
ALTERNATE A3 - Transportation and Disposal of Non-Hazardous Soils - Areas 3 & 4	$36,000
ALTERNATE A4 - Backfill and Compaction - Areas 3 & 4	$14,000
ALTERNATE BID ITEM "A" SUBTOTAL:	**$75,000**
ALTERNATE B1 - Excavation of Non-Hazardous Soils - Areas 5 & 6	$13,000
ALTERNATE B2 - Excavation Endpoint Sampling - Areas 5 & 6	$8,000
ALTERNATE B3 - Transportation and Disposal of Non-Hazardous Soils - Areas 5 and 6	$27,000
ALTERNATE B4 - Backfill and Compaction - Areas 5 & 6	$11,000
ALTERNATE BID ITEM "B" SUBTOTAL:	**$59,000**
ALTERNATE C1 - Excavation of Non-Hazardous Soils - Area 7	$18,000
ALTERNATE C2 - Excavation Endpoint Sampling - Area 7	$8,000
ALTERNATE C3 - Transportation and Disposal of Non-Hazardous Soils - Area 7	$38,000
ALTERNATE C4 - Backfill and Compaction - Area 7	$15,000
ALTERNATE BID ITEM "C" SUBTOTAL:	**$79,000**
GENERAL CONTRACT ALLOWANCE:	**$100,000**
ENGINEERING FEES - REMEDIAL DESIGN, CONSTRUCTION ADMINISTRATION AND OVERSIGHT:[(2,3)]	**$320,000**
BUDGETARY CAPITAL COSTS (W/O ALTERNATES):[(4)]	**$1,151,000**
BUDGETARY CAPITAL COSTS (W/ ALTERNATE A ONLY):[(4)]	**$1,226,000**
BUDGETARY CAPITAL COSTS (W/ ALTERNATES A & B ONLY):[(4)]	**$1,285,000**
BUDGETARY CAPITAL COSTS (W/ ALTERNATES A, B & C):[(4)]	**$1,364,000**

NOTES:

1. Includes General Conditions (e.g., Mobilization/Demobilization, Temporary Facilities [Trailer, Services, etc.], Bonds and Insurances, Contractor Project Management and Superintendent, Project Meetings, Subcontractor Coordination, Scheduling), Health and Safety, and Soil Erosion and Sediment Control. Assumes a Construction Contract Period of 9-Months with a 10/2011 midpoint of construction.
3. Engineering fees include costs for completion of pre-design investigations, contract document preparation, pre-award services and construction management. It should be noted that the engineering fees are approximate estimates based on current available information and may be subject to change based on final configuration of site-specific remedial design.
4. Budgetary capital cost includes general contract allowance and estimated engineering fees.
5. Construction costs provided assume NYS Department of Labor Prevailing Wage Rates, include overhead and profit and are based on a Single Prime Contract.

NOTES:

1. PERFORMANCE OF SOIL SAMPLING ACTIVITIES LIMITED IN CERTAIN AREAS OF THE SITE DUE TO DEBRIS ENCOUNTERED AT TIME OF SAMPLING, AS WELL AS AREAS OF REFUSAL ENCOUNTERED DURING SAMPLING ACTIVITIES DUE TO BELOW GROUND OBSTRUCTIONS (E.G. CONCRETE, BOULDERS, DEBRIS ETC.). AS A RESULT, ADDITIONAL EXCAVATION MAY BE REQUIRED BASED ON THE RESULTS OF END POINT SAMPLING COMPLETED AT THE TIME OF REMEDIAL CONSTRUCTION ACTIVITIES.

2. APPROXIMATE AREA OF SITE CURRENTLY UTILIZED FOR DISMANTLING OF VEHICLES, EQUIPMENT, ETC. BASED ON CONVERSATIONS WITH CURRENT SITE OCCUPANT, A CONCRETE RETAINING PAD EXISTS WITHIN THE AREA APPROXIMATELY 2'–4' BELOW GROUND SURFACE. REMEDIAL CONSTRUCTION ACTIVITIES WILL INCLUDE PROVISIONS FOR THE REMOVAL AND PROPER OFF–SITE DISPOSAL OF EXISTING CONCRETE RETAINING PAD, AS WELL AS, ADDITIONAL SOIL EXCAVATION (AS NECESSARY) BASED ON THE RESULTS OF ENDPOINT SAMPLING IN THIS AREA.

LEGEND

- – EXCAVATION AREA NO. 1 (2'–0" EXCAVATION DEPTH)
- – EXCAVATION AREA NO. 2 (2'–0" EXCAVATION DEPTH)
- – EXCAVATION AREA NO. 3 (4'–0" EXCAVATION DEPTH)
- – EXCAVATION AREA NO. 4 (4'–0" EXCAVATION DEPTH)
- – EXCAVATION AREA NO. 5 (6'–0" EXCAVATION DEPTH)
- – EXCAVATION AREA NO. 6 (6'–0" EXCAVATION DEPTH)
- – EXCAVATION AREA NO. 7 (8'–0" EXCAVATION DEPTH)

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Dvirka and Bartilucci
CONSULTING ENGINEERS
A DIVISION OF WILLIAM F. COSULICH ASSOCIATES, P.C.

GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY
DOXEY'S SITE

PROPOSED REMEDIAL PLAN

SCALE: 1" = 40'

FIGURE 7-1

Attachment 2

GLEN COVE
INDUSTRIAL DEVELOPMENT AGENCY
Remedial Design Work Plan

Doxey's Property

10 Garvies Point Road, Glen Cove, New York

Prepared For

The City of Glen Cove Industrial Development Agency

Glen Cove, New York

October 2010

Dvirka and Bartilucci
CONSULTING ENGINEERS
A DIVISION OF WILLIAM F. COSULICH ASSOCIATES, P.C.

REMEDIAL DESIGN WORK PLAN

DOXEY'S PROPERTY
10 GARVIES POINT ROAD
GLEN COVE, NEW YORK

Prepared for:

CITY OF GLEN COVE
INDUSTRIAL DEVELOPMENT AGENCY

Prepared by:

DVIRKA AND BARTILUCCI CONSULTING ENGINEERS
WOODBURY, NEW YORK

OCTOBER 2010

DOXEY'S PROPERTY
GLEN COVE, NEW YORK
REMEDIAL DESIGN WORK PLAN

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1.0 INTRODUCTION

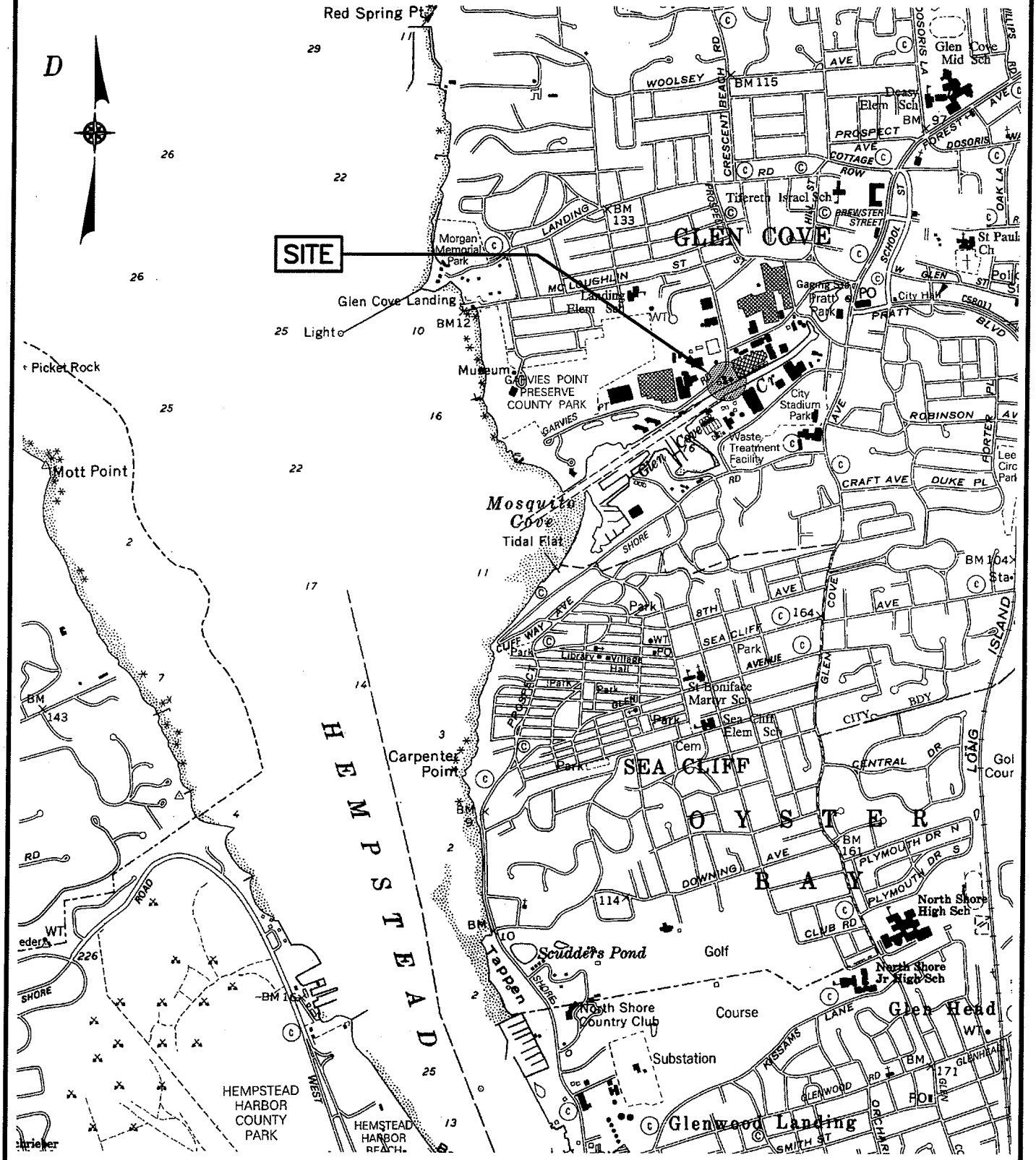
1.1 Project Background

The City of Glen Cove Industrial Development Agency (GCIDA) retained Dvirka and Bartilucci Consulting Engineers (D&B) to prepare a Remedial Design Work Plan for the Doxey's Property located at 10 Garvies Point Road in Glen Cove, New York. The site location is shown on Figure 1-1. This work plan was prepared under the City of Glen Cove's Brownfields Program for redevelopment of industrial and potentially contaminated properties within the City, and as part of the Glen Cove Creek Revitalization Plan in support of redevelopment of this site.

The Doxey's property has been condemned by the City of Glen Cove and the owner has been ordered to vacate and clear the property. The most recent property use has been for storage of construction equipment, vehicles and materials. Historically, property use has been for petroleum storage and distribution dating from before 1944 until as late as 1992.

1.2 Summary of Prior Investigations

A Phase I Environmental Site Assessment (ESA) Report for the Doxey's property, dated September 1999, was prepared by D&B. The Phase I ESA included a review of Sanborn Fire Insurance maps, aerial photographs and USGS Maps, historical documents and state and federal environmental databases. The Phase I ESA concluded that the historic use of the site as a fuel oil storage facility and junkyard may increase the potential of contaminant releases to the environment. In addition, the asbestos detected in soil at the nearby Gladsky property may have been deposited in soil at the Doxey's property and based on the age of the buildings on-site, lead-based paint and asbestos-containing materials may be present. The Phase I ESA recommended that a Phase II ESA be performed to collect on-site surface and subsurface soil samples to evaluate impacts to soil from historic and current site operations. Groundwater sampling was also recommended.



SOURCE: NYSDOT SEACLIFF, NY QUADRANGLE

DOXEY'S PROPERTY
REMEDIAL DESIGN WORK PLAN

Dvirka and Bartilucci CONSULTING ENGINEERS
A DIVISION OF WILLIAM F. COSULICH ASSOCIATES, P.C.

SITE LOCATION MAP

FIGURE 1-1

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A Phase II ESA sampling program was implemented in two separate stages. The sampling program was originally initiated in October 2000, which included collection of surface soil and shallow subsurface soil samples. However, the sampling program was not completed at that time due to denial of access to the property by the property owner. Property access was re-established in September 2006, at which time the sampling program was completed. The results of the sampling program were documented in the Phase II ESA Report dated November 2006.

Thirteen surface soil samples, 15 subsurface soil samples and eight groundwater samples were collected at the site as part of the Phase II ESA sampling program. Samples were analyzed for target compound list (TCL) volatile organic compounds (VOCs), TCL semivolatile organic compounds (SVOCs), TCL pesticides/PCBs, target analyte list (TAL) metals and cyanide. Select samples were also analyzed for asbestos.

Depth to groundwater on-site was encountered between 6 to 9 feet below ground surface. However, since tidal variation was observed in Glen Cove Creek during this investigation, the depth to groundwater likely varies in accordance with tidal cycles. Groundwater flow direction is reported to be to the south towards Glen Cove Creek. The shallow geology above the water table at the site consists of silt or silt and sand with lenses of clay. The material observed just below the water table generally consists of sand with lesser amounts silt and gravel.

The results of the Phase II ESA indicated that the surface soil throughout the majority of the property has been impacted by petroleum, likely as a result of current and/or historic site operations. Elevated levels of SVOCs and metals were detected in the majority of the surface soil samples collected. The concentrations of SVOCs and metals were generally higher in the surface soil samples than with the associated subsurface soil samples. As a result, the Phase II ESA recommended remediation of the surface and near-subsurface soil at the Doxey's property. Although elevated levels of VOCs and SVOCs were detected in several of the groundwater samples collected at the site, since groundwater use at the site for either potable or irrigation purposes is unlikely, remediation of the groundwater was not recommended. However, due to the shallow depth to groundwater at the site and the detectable concentrations of VOCs, vapor

intrusion mitigation measures were recommended should any buildings be constructed at the property.

1.3 Contemplated Future Use of the Site

The property has been condemned by the City of Glen Cove and the owner has been ordered to vacate and clear the property. The property is proposed to be utilized as a mixed use waterfront development including recreational uses to provide improved access to the waterfront area abutting Glen Cove Creek. In particular, based on preliminary redevelopment plans, it is anticipated that future use of the Doxey's property will be passive recreation, such as an esplanade.

1.4 Remedial Action Objectives (RAOs)

Remedial action objectives (RAOs) are site-specific goals developed for the protection of human health and the environment. Typically, RAOs are established based on standards, criteria and guidelines (SCGs) to protect human health and the environment. SCGs for the restricted site include Title 6 of the New York Codes, Rules and Regulations (6 NYCRR) Subpart 375-6, Restricted Residential Use Soil Cleanup Objectives (2006), the NYSDEC Technical and Operational Guidance Series (TOGS) (1.1.1), Ambient Water Quality Standards and Guidance Values, and Groundwater Effluent Limitations (1998).

The RAOs identified in support of this Remedial Work Plan include the following:

- Protect exposure of the community to site-related contaminants.
- Protect on-site workers and the surrounding community from exposure to site-related contaminants during the implementation of the remedy.
- Establish general guidelines for the proper management and disposal of soil that would be generated as part of the implementation of the remedy.
- Establish general guidelines associated with the potential for construction of buildings on the property to reduce the potential for future exposure of building occupants and the community to site-related contaminants.

2.0 PRE-DESIGN INVESTIGATION

Prior to proceeding with the remedial design, pre-design investigation activities will be required to establish a property boundary/site features survey, perform a radiological survey and delineate the extent of subsurface soil contamination on-site, as well determine the presence of lead and/or asbestos in on-site structures. The pre-design investigation will utilize the Sampling Analysis and Monitoring Plan prepared for the Phase II ESA and will be updated as necessary to perform the work. Prior to performance of a pre-design investigation, the site would need to be cleared of debris to allow for access to sampling locations. It is assumed that the on-site aboveground storage tanks and the existing garage and office would remain on-site and be removed as part of the site remediation.

2.1 Site Survey

As part of the pre-design investigation, a survey of the site will be conducted by a New York State Licensed surveyor. The survey will include a property boundary survey at a scale of 1 inch = 10 feet as well as a physical features survey which will include ground surface elevations with contour intervals of 1 foot. The physical features survey will also include the location of aboveground and below ground utilities, new and existing on-site sampling locations and relevant site features including, but not limited to, all structures, bulkheads, roads and fences. This survey will be used for the base map for the design drawings.

2.2 Radiological Survey

Due to the proximity of the property to the Li Tungsten Superfund Site where radioactive contamination has been documented, a radiological contamination survey will be performed over all accessible portions of the site. The survey will be performed using a Geiger counter. Prior to performing the survey, background radiation levels will be established in the vicinity of the Doxey's Property but outside the property boundaries. A 5-foot grid spacing will be used to cover as much of the accessible areas as possible. The Geiger counter will be held 1 to 2 inches above the ground surface during the survey. In addition to continuous monitoring of the Geiger

Counter's gauge, the audio feature of the Geiger counter will be used to provide identification of any areas registering above background levels.

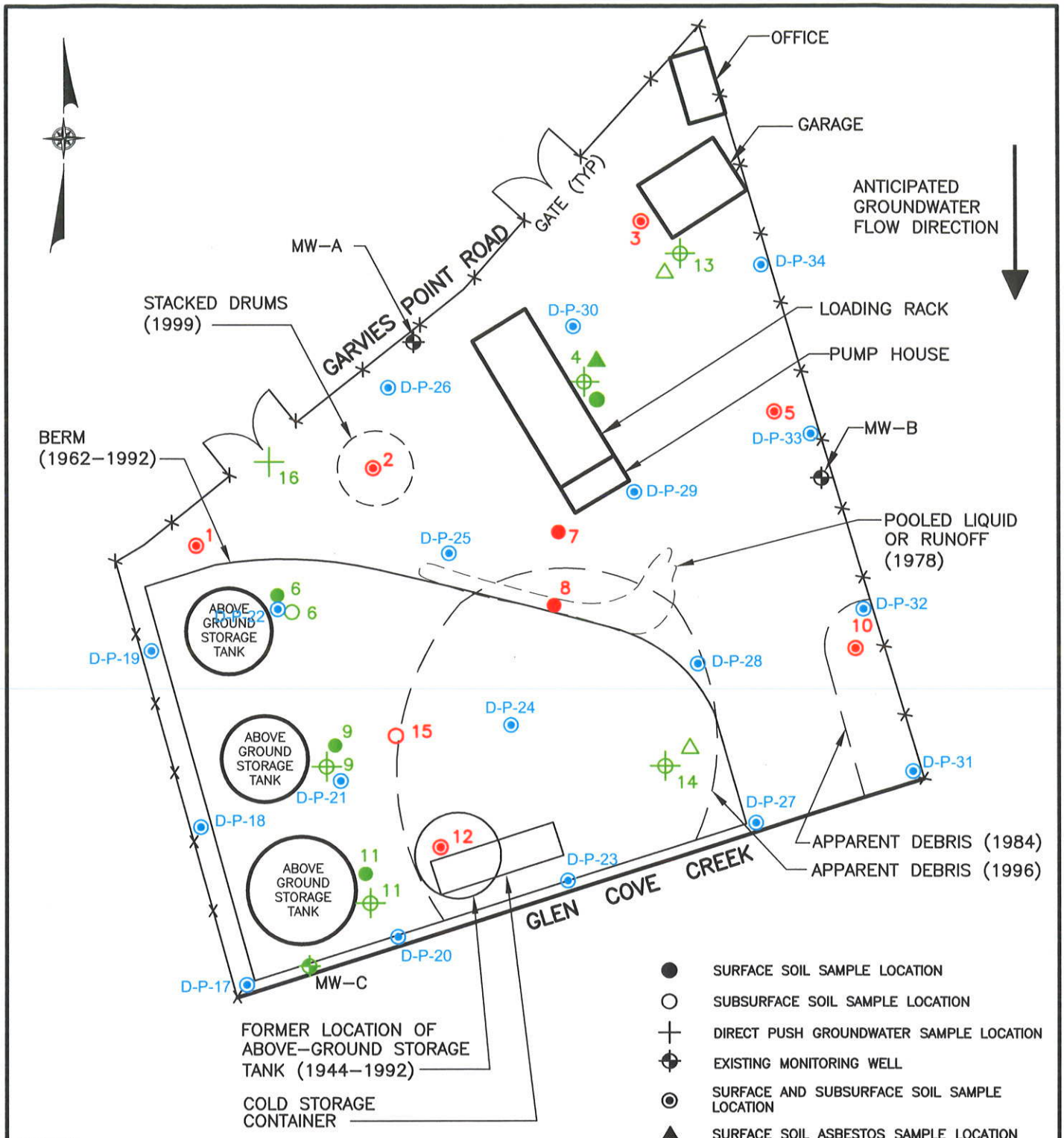
2.3 Geophysical Survey

The locations of all aboveground and below ground utilities within the property will be identified using ground penetrating radar (GPR) delineation techniques. The survey will be performed prior to any ground intrusive work on-site and the location of these utilities will be included on the site survey. The survey will also be performed in order to identify the presence of any underground storage tanks.

2.4 Soil Sampling

A 50-foot by 50-foot grid would be constructed on-site (see Figure 2-1). Utilization of the grid allows for the collection of surface soil samples and the installation of 18 soil sampling locations. Two-foot continuous soil sampling cores will be collected from each location from 2 feet below ground surface to the water table (approximately 8 feet below ground surface). Therefore, a total of 72 soil samples will be collected and analyzed for Target Compound List (TCL) semivolatile organic compounds (SVOCs) and Target Analyte List (TAL) metals. See Table 2-1 for a summary of the sampling depths and analysis.

The subsurface soil samples will be collected using the direct push method. A 2-inch sampler with a dedicated acetate liner was utilized to collect each soil sample. Upon retrieval, each soil sample will be screened for volatile organic compounds (VOCs) using a photoionization detector (PID). The soil sample will then be geologically logged, including observations regarding staining or odors. If elevated PID readings are noted, select samples will be collected for TCL VOC analysis. Samples will be placed directly into laboratory-supplied bottles and placed into an iced cooler for overnight shipment to the laboratory under Chain of Custody procedures. After completion of sampling at each location, the probe hole will be backfilled with excess cuttings.



NOTES:

LOCATIONS APPROXIMATE

SAMPLES COLLECTED IN OCTOBER 2000

SAMPLES COLLECTED IN OCTOBER 2006

PROPOSED SAMPLE LOCATIONS FOR PRE-DESIGN INVESTIGATION

Source: APRIL 18, 1996 AERIAL PHOTOGRAPH AND NASSAU COUNTY LAND AND TAX MAP

DOXEY'S PROPERTY
REMEDIAL DESIGN WORK PLAN

PRE DESIGN INVESTIGATION SAMPLING LOCATIONS

Dvirka and Bartilucci CONSULTING ENGINEERS
A DIVISION OF WILLIAM F. COSULICH ASSOCIATES, P.C.

FIGURE 2-1

F:\3016\dwg\3016-samploc.dwg, SAML, 6/8/2010 3:40:30 PM, KSaul

Table 2-1

PRE-DESIGN INVESTIGATION SAMPLE SUMMARY

Sample Identification	Sample Depth	Analysis [1]	
		TCL SVOCs	TAL Metals
D-P-17	Surficial	X	X
	2-4 feet	X	X
	4-6 feet	X	X
	6-8 feet	X	X
D-P-18	Surficial	X	X
	2-4 feet	X	X
	4-6 feet	X	X
	6-8 feet	X	X
D-P-19	Surficial	X	X
	2-4 feet	X	X
	4-6 feet	X	X
	6-8 feet	X	X
D-P-20	Surficial	X	X
	2-4 feet	X	X
	4-6 feet	X	X
	6-8 feet	X	X
D-P-21	Surficial	X	X
	2-4 feet	X	X
	4-6 feet	X	X
	6-8 feet	X	X
D-P-22	Surficial	X	X
	2-4 feet	X	X
	4-6 feet	X	X
	6-8 feet	X	X
D-P-23	Surficial	X	X
	2-4 feet	X	X
	4-6 feet	X	X
	6-8 feet	X	X
D-P-24	Surficial	X	X
	2-4 feet	X	X
	4-6 feet	X	X
	6-8 feet	X	X
D-P-25	Surficial	X	X
	2-4 feet	X	X
	4-6 feet	X	X
	6-8 feet	X	X

[1] Note: Select soil samples may also be analyzed for TCL VOCs if elevated PID readings are noted in the field.

Table 2-1 (continued)

PRE-DESIGN INVESTIGATION SAMPLE SUMMARY

Sample Identification	Sample Depth	Analysis [1]	
		TCL SVOCs	TAL Metals
D-P-26	Surficial	X	X
	2-4 feet	X	X
	4-6 feet	X	X
	6-8 feet	X	X
D-P-27	Surficial	X	X
	2-4 feet	X	X
	4-6 feet	X	X
	6-8 feet	X	X
D-P-28	Surficial	X	X
	2-4 feet	X	X
	4-6 feet	X	X
	6-8 feet	X	X
D-P-29	Surficial	X	X
	2-4 feet	X	X
	4-6 feet	X	X
	6-8 feet	X	X
D-P-30	Surficial	X	X
	2-4 feet	X	X
	4-6 feet	X	X
	6-8 feet	X	X
D-P-31	Surficial	X	X
	2-4 feet	X	X
	4-6 feet	X	X
	6-8 feet	X	X
D-P-32	Surficial	X	X
	2-4 feet	X	X
	4-6 feet	X	X
	6-8 feet	X	X
D-P-33	Surficial	X	X
	2-4 feet	X	X
	4-6 feet	X	X
	6-8 feet	X	X
D-P-34	Surficial	X	X
	2-4 feet	X	X
	4-6 feet	X	X
	6-8 feet	X	X

[1] Note: Select soil samples may also be analyzed for TCL VOCs if elevated PID readings are noted in the field.

Table 2-1 (continued)

PRE-DESIGN INVESTIGATION SAMPLE SUMMARY

Sample Identification	Sample Depth	Analysis [1]
		TCLP, RCRA Characteristics, Total SVOCs, Total PCBs, Total Organic Halides
Composite 1	Composite of 18 samples (surficial soil)	X
Composite 2	Composite of 18 samples (2-4 feet)	X
Composite 3	Composite of 18 samples (4-6 feet)	X
Composite 4	Composite of 18 samples (6-8 feet)	X

Sample Identification	Sample Depth	Analysis [1]
		Asbestos
D-P-18	Surface Soil	X
D-P-24	Surface Soil	X
D-P-26	Surface Soil	X
D-P-32	Surface Soil	X

[1] Note: Select soil samples may also be analyzed for TCL VOCs if elevated PID readings are noted in the field.

Four composite soil samples will be collected from the site to provide data to evaluate potential disposal options for the soil excavated during the remedial construction. Collection of the composite samples will coincide with the collection of the delineation soil samples described above. The first composite sample will be comprised of 18 discrete samples collected from surficial soil. The second composite sample will be comprised of 18 discrete samples collected from depths of 2 to 4 feet below grade. The third sample will be comprised of 18 discrete samples collected from depths of 4 to 6 feet below grade. The fourth sample will be comprised of 18 discrete samples collected from depths of 6 to 8 feet below grade.

Each composite soil sample will be analyzed for Toxicity Characteristic Leaching Procedure (TCLP) metals, TCLP semivolatile organics, remaining Resource Conservation Recovery Act (RCRA) characteristics (ignitability, corrosivity and reactivity), total semivolatile organics, total PCBs and total petroleum hydrocarbons. Sample analysis will be performed by a laboratory participating in the New York State Department of Health (NYSDOH) Environmental Laboratory Accreditation Program (ELAP) and certified under the NYSDOH Contract Laboratory Program (CLP). The analytical results will be presented in the pre-design investigation report, as well as be made available to potential bidders during the remedial contractor procurement phase to assist in determining appropriate disposal options for the excavated soil.

Due to asbestos concerns on neighboring properties, four discrete surface soil samples will be collected across the site and analyzed for asbestos. Samples will be analyzed using screening method polarized light microscopy (PLM) EPA 600/R-93/116. Samples will be analyzed by an ELAP laboratory, as well as a laboratory certified by the National Voluntary Laboratory Accreditation Program and the American Industrial Hygiene Association (AIHA) for Bulk Asbestos Fibre Analysis.

Chemical analyses for the soil samples will be performed by an ELAP laboratory. All analyses will be performed using New York State Department of Environmental Conservation (NYSDEC) Analytical Services Protocols (ASP) methods with Category B data deliverables. Soil samples will be analyzed for TCL SVOCs and TAL Metals in accordance with NYSDEC

ASP OLM04.3 and ILM04.3, respectively. Site-specific quality assurance/quality control (QA/QC) samples, including blind duplicate samples and matrix spike/matrix spike duplicate samples, were utilized.

2.5 Asbestos and Lead Paint Survey

A survey will be conducted to identify the presence of asbestos-containing materials and lead-based paint within existing on-site structures. The survey will be conducted by New York State Department of Health Lead Based Paint and Asbestos certified inspectors. The results will be incorporated into the plans and specifications of the project and provided to potential bidders for informational purposes only to assist in establishing abatement requirements for the existing on-site office building and garage.

2.6 Pre-Design Investigation Report

Following completion of field activities and receipt and validation of laboratory results, a letter report will be prepared to document the field activities, explain any deviations from the work plan, present the data collected, evaluate the current nature and extent of the on-site soil contamination and provide recommendations as to how the results, if applicable, are to be integrated into the design of the selected remedial alternative. Once complete, the letter report will be submitted to the IDA and necessary regulatory agencies for review and comment.

3.0 POTENTIAL REMEDIAL ALTERNATIVES EVALUATION

3.1 Introduction

The purpose of this section is to provide an engineering evaluation of potential remedial alternatives for the Doxey's Property site. The goal of this evaluation is to demonstrate how the selected remedy would be protective of human health and the environment.

The Doxey's Property site is currently used for the storage of construction equipment, vehicles and materials. Planned future use of the property includes the construction of a mixed-use waterfront development, including recreational uses. Based on this future use, two remedial alternatives were developed for consideration:

- Alternative 1: No Further Action with Institutional Controls
- Alternative 2: Excavation/Removal of a minimum of 2 feet of Soil with Engineering and Institutional Controls

Later in this section, the alternatives described briefly above will be evaluated against the following nine remedy selection factors in accordance with the NYSDEC Draft DER-10 Guidance.

Conformance to Standards and Criteria

This remedy selection factor requires an evaluation of the alternatives with respect to the federal and New York State standards and criteria identified for the site. This evaluation also considers the remedial action objectives developed for the site as presented in Section 1.4. These standards are considered a minimum performance specification for each remedial alternative under consideration.

The following is a list of major SCGs that may apply to the site:

- Technical and Operational Guidance Series - New York State Ambient Water Quality Standards and Guidance Values
- 6 NYCRR Part 364 - Waste Transporter Permits
- 6 NYCRR Part 375 – Environmental Remediation Programs
- 6 NYCRR Part 376 - Land Disposal Restrictions
- 6 NYCRR Parts 700 through 705 – Surface Water and Groundwater Classifications and Standards
- 6 NYCRR Parts 750 through 758 - Implementation of NPDES Program in NYS (SPDES Regulations)
- 29 CFR Part 1926 - Safety and Health Regulations for Construction
- New York State Department of Health (NYSDOH) Generic Community Air Monitoring Plan
- NYSDEC Air Guide 1 - Guidelines for the Control of Toxic Ambient Air Contaminants
- NYSDEC DER-10 – Technical Guidance for Site Investigation and Remediation, June 2010

Overall Protectiveness of Public Health and the Environment

Protection of health and the environment is evaluated on the basis of estimated reductions in the potential for both human and environmental exposure to contaminants for each remedial alternative. The evaluation focuses on whether a specific alternative achieves adequate protection under the conditions of the future use of the site and how site risks are eliminated, reduced or controlled through treatment, engineering or institutional controls. An integral part of this evaluation is an assessment of long-term residual risks to be expected after remediation has been completed. Evaluation of the human health and environmental protection factor is generally based, in part, on the findings of the exposure assessment.

Short-Term Effectiveness and Impacts

The evaluation of short-term effectiveness and impacts of each alternative examines health and environmental risks likely to exist during the implementation of a particular remedial alternative. Principal factors for consideration include the expediency with which a particular alternative can be completed, potential impacts on the nearby community, on-site workers and the environment, and mitigation measures for short-term risks required by a given alternative during the necessary implementation period.

Long-Term Effectiveness and Permanence

The examination of long-term impacts and effectiveness of each alternative requires an estimation of the degree of permanence afforded by each alternative. To this end, the anticipated service life of each alternative must be estimated, together with the estimated quantity and characterization of residual contamination remaining on-site at the end of this service life. The magnitude of residual risks must also be considered in terms of the amount and concentrations of contaminants remaining following implementation of a remedial action, considering the persistence, toxicity and mobility of these contaminants, and their propensity to bioaccumulate. This evaluation also includes the adequacy and reliability of controls required for the alternative, if required.

Reduction in Toxicity, Mobility and/or Volume of Contamination

Reduction in toxicity, mobility and/or volume of contamination is evaluated on the basis of the estimated quantity of contamination treated or destroyed, together with the estimated quantity of waste materials produced by the treatment process itself. Furthermore, this evaluation considers whether a particular alternative would achieve the irreversible destruction of contaminants, treatment of the contaminants or merely removal of contaminants for disposal elsewhere. Reduction of the mobility of the contaminants at the site is also considered in this evaluation.

Implementability

The evaluation of implementability examines the difficulty associated with the installation and/or operation of each alternative on-site and the proven or perceived reliability with which an alternative can achieve performance goals. The evaluation examines the potential need for future remedial action, the level of oversight required by regulatory agencies, the availability of certain technology resources required by each alternative and community acceptance of the alternative.

Cost Effectiveness

Cost evaluations presented in this document estimate the capital, and operation, monitoring and maintenance (OM&M) costs associated with each remedial alternative. From these estimates, a total present worth for each option is determined.

Community Acceptance

Community acceptance evaluates the technical and administrative issues and concerns that the community may have regarding each of the alternatives.

Land Use

Evaluation of land use examines whether the alternative is suitable for the site, based on current and future use of the site and factors such as:

- zoning;
- any applicable comprehensive community master plans or land use plans;
- surrounding property uses;
- citizen participation;
- environmental justice concerns;

- land use designations;
- population growth patterns;
- accessibility to existing infrastructure;
- proximity to cultural resources;
- proximity to natural resources;
- off-site groundwater impacts;
- proximity to floodplains;
- geography and geology of the site; and
- current institutional controls.

The following sections provide a more detailed description of the remedial alternatives.

3.2 Description of Remedial Alternatives

No further action, and excavation and off-site disposal alternatives have been evaluated for the Doxey's Property. The following discussion demonstrates whether the alternatives meet the remedy selection factors listed above.

Regarding the alternatives selected for evaluation, it should be noted that various alternate treatment technologies requiring longer timeframes and offering less certain degrees of effectiveness were not considered applicable due to the current plans to redevelop the site in the near future.

3.2.1 Alternative 1: No Further Action with Institutional Controls

The no further action alternative would serve as a baseline to compare and evaluate the effectiveness of the other alternative, as well as if the property is ultimately not developed. Since contaminated soil would not be removed from the site as part of this alternative, institutional controls would be required to restrict use of the property, disturbances of the surface and

subsurface soil and use of groundwater on the property. These institutional controls include establishment of an environmental easement, which would:

- ensure appropriate future use/control of the site that would protect human health and the environment;
- include a restriction prohibiting use of groundwater to ensure there would not be any future exposures to groundwater;
- include required notifications prior to any ground-intrusive activities that may encounter contaminated materials (notification of NYSDEC and on-site workers would be required prior to excavating soil).
- include a soil management plan identifying requirements in the event of excavation, which would be included as part of a Site Management Plan (SMP);
- include a health and safety plan and community air monitoring plan for use during future ground-intrusive activities, which would be described in a SMP;
- include an annual inspection program to ensure appropriate use of the site and minimize the potential for exposures, which would be included as part of a SMP; and
- include an annual certification program requiring the owner to certify that the institutional and/or engineering controls are in place, have not been altered and are still effective, which would be described in a SMP.

As part of this alternative, the site would need to be secured with a chain-link fence and not be accessible to the public.

3.2.2 Alternative 2: Excavation/Removal of a Minimum of 2 feet of Soil with Engineering and Institutional Controls

This alternative would include the excavation of a minimum of 2 feet of soil. Additional subsurface soil exceeding NYSDEC 6 NYCRR Part 375-6 Restricted Residential Soil Cleanup Objectives (SCOs) may also be removed from the site to the extent practicable, based on the results of the pre-design investigation and/or the results of endpoint sampling. No soil removal will be performed below the water table. The volume of contaminated soil requiring off-site disposal is currently unknown, and would be contingent on the findings from the proposed pre-design investigation (see Section 2.0). This alternative will also include the demolition of

existing buildings and aboveground storage tanks. Any underground storage tanks identified as part of the pre-design investigation will also be removed. Closure of all on-site tanks will be performed in accordance with all applicable federal, state and local regulations. Soil meeting Unrestricted Use SCOs will be used to backfill the site upon completion of the excavation. A demarcation barrier defining the boundary between backfill and remaining soil will be placed on-site.

The potential for generation of vapors, odors and dust would exist during implementation of this alternative, and as a result, implementation of appropriate controls would be necessary. Air monitoring would be conducted during remediation activities in accordance with NYSDEC and the New York State Department of Health (NYSDOH) requirements to protect the health and safety of on-site workers and the surrounding community. Odor/vapor and dust controls would be implemented in conformance with the Construction Contractor's Health and Safety Plan and Community Air Monitoring Plan. Standard fugitive emission control techniques include:

- Installing gravel pads at vehicle egress points;
- Application of wetting agents to soil;
- Tarping/covering containers;
- Restricting vehicle speeds to 10 miles per hour;
- Using spray misters; and
- Covering of stockpiled soil and inactive excavations.

The excavation would be backfilled with clean fill from an off-site, NYSDEC approved source.

Although groundwater quality is expected to improve through the removal of contaminated soil, some contaminated groundwater would likely remain under this alternative and, therefore, institutional controls would be required to restrict use of groundwater on the property. In addition, since contaminated soil will be remediated to Restricted Residential SCOs,

an institutional control to ensure appropriate future use of the site would need to be established. Both of these institutional controls would be established in the form of an environmental easement.

As part of any future on-site building construction, a soil vapor mitigation system would be installed for all on-site structures as a precautionary measure to mitigate gas vapor intrusion into any on-site structures. The mitigation system would serve as an engineering control to mitigate the migration of contaminated vapor which may volatilize from the groundwater into overlying buildings.

As discussed for Alternative 1, the environmental easement would require preparation of a Site Management Plan that would include an annual certification program requiring the owner to certify that the institutional and/or engineering controls are in place, have not been altered and are still effective.

3.3 Comparative Evaluation of Remedial Alternatives

Provided below is a comparative analysis of the remedial alternatives with respect to each of the evaluation criteria presented in Section 3.1. Based on this detailed evaluation, a remedial plan for the site is selected.

3.3.1 Conformance to Standards and Criteria

Currently available data indicates that on-site soil contaminant concentrations are above Restricted Residential SCOs; therefore, Alternative 1 would not meet the SCGs for the site.

Alternative 2 would be compliant with the SCGs and RAOs established for the site, since this alternative would excavate and remove soil exceeding the Restricted Residential SCOs. Appropriate vapor, odor and dust suppressant methods would be utilized during the excavation of contaminated soil. Therefore, this alternative would reduce the on-site contaminant mass and mitigate the exposure to possible receptors. Alternative 2 would be protective of on-site workers

and the surrounding community and would comply with the applicable SCGs related to waste management and disposal. Institutional and engineering controls would be placed on the property to restrict future use to restricted residential as defined by 6 NYCRR Part 375, prohibit groundwater use and mitigate soil vapor intrusion.

Since soil identified as containing contaminants above the Restricted Residential SCOs will be excavated from the site. Alternative 2 would be more compliant with RAOs and SCGs established for the site than Alternative 1.

3.3.2 Overall Protectiveness of Public Health and the Environment

The No Further Action with Institutional Controls alternative would not be protective of human health or the environment since there remains the potential exposure to contaminated soil at the site. Alternative 1 would require that any future intrusive activities be undertaken with proper notification, appropriate personal protective equipment and proper handling of contaminated materials; however, limiting unwanted access to the site may be difficult and, therefore, the potential to exposure remains.

Alternative 2 would reduce the potential for human health and environmental exposures to contaminants through the removal of contaminated soil and, through the placement of institutional and engineering controls on the site, would allow for the intended future use of the site. This alternative includes provision to excavate and remove contaminated soil identified as exceeding Restricted Residential SCOs and, therefore, future exposures to soil contamination would be mitigated. Additionally, any on-site building construction would include installation of a soil vapor mitigation measure, which would serve as an engineering control and would further reduce the potential for contaminated vapor intrusion into the building.

3.3.3 Short-Term Effectiveness and Impacts

Alternative 1 – No action with institutional controls, would not have any short-term construction-related impacts and can be implemented immediately; however, this alternative

would not be effective in the short-term since the potential for exposure to contaminated soil would remain.

Alternative 2 would be immediately effective in the short term through the removal of contaminated soil and reducing the potential for exposure to contaminated soil. However, since Alternative 2 would require excavation of contaminated soil, Alternative 2 would have greater short-term impacts during implementation than Alternative 1. These impacts would include an extended period of construction-related truck traffic and noise, as well as an increased potential for impacts from vapors, odors and dust. The potential for off-site migration of contaminated soil from soil erosion and construction, and hauling vehicles is also greater for Alternative 2 due to soil being removed from the site. Therefore, although Alternative 1 would not have short-term impacts, it would not be effective.

3.3.4 Long-Term Effectiveness and Permanence

Alternative 1 is not considered an effective long-term or permanent remedial action since contaminated soil would not be eliminated from the site.

Alternative 2 is considered an effective long-term and permanent remedial action. Removal of the contaminated soil provides a permanent alternative since the potential for exposure to this soil would be significantly reduced or eliminated. The risk posed by groundwater contaminants that remain on-site would be minimal, since institutional controls would be established to protect future workers from the potential for exposure to contaminated groundwater and engineering controls would serve as an additional factor of safety to minimize the potential for exposure to vapors and contaminated groundwater.

The goal of Alternative 2 is the removal of soil exceeding Restricted Residential SCOs to the extent practicable from the site and, therefore, would be "effective" and "permanent" since the potential for exposure to this soil would be significantly reduced or virtually eliminated.

3.3.5 Reduction in Toxicity, Mobility and/or Volume of Contamination

Alternative 1, in the near term, would not reduce the toxicity, mobility and/or volume of contamination, since no work would be completed at the site as part of this alternative and the contaminated soil would remain in place.

Alternative 2 would reduce the toxicity, mobility and volume of contamination on-site through the removal of contaminated soil that is found to exceed the Restricted Residential SCOs. However, contaminated soil would still be required to be disposed and/or treated at an off-site facility.

Since, under Alternative 2, contaminated soil would be removed from the site, Alternative 2 would be more effective in the short-term than Alternative 1 at reducing the toxicity, mobility and volume of contaminated soil at the site.

3.3.6 Implementability

Implementation of Alternative 1 would not require any labor, equipment, materials or supplies. Additionally, although execution of the institutional controls under Alternative 1 would require coordination among the parties involved in site remediation, the coordination effort required is not expected to impact overall implementation of the alternative.

The necessary labor, equipment, materials and supplies for implementation of Alternative 2 are readily available. It is also expected that it would be possible to obtain necessary permits without adversely impacting the implementation of the alternative. Additionally, although execution of the institutional controls under Alternative 2 would require coordination among the parties involved in site remediation, the coordination effort required is not expected to impact overall implementation of the alternative. Therefore, Alternatives 1 and 2 are equally implementable.

3.3.7 Cost Effectiveness

Estimated capital costs and the present worth of long-term (30-year) operation, maintenance and monitoring (OM&M) costs associated with each of the alternatives is currently unknown, due to the uncertain timeframe for implementation of the site redevelopment. However, based on the additional work required to complete Alternative 2, relatively speaking, it will result in a higher overall cost for completion as compared to Alternative 1.

3.3.8 Community Acceptance

Only Alternative 2 would likely be acceptable to the community since contaminated soil is being removed from the site and institutional and engineering controls would be implemented as necessary for future protection of human health and the environment.

3.3.9 Land Use

As discussed in Section 3.1, the screening of the alternatives with respect to land use evaluates whether the proposed alternatives are suitable for implementation at the site based on the current and future land uses. The evaluation is to consider criteria such as zoning, community master plans and surrounding property uses. The site is proposed to be utilized as a mixed use waterfront development and is a portion of a 56-acre development combining residential, commercial, cultural, retail, recreational and entertainment uses to provide improved access to the waterfront area abutting Glen Cove Creek.

Since Alternative 1 will not allow for redevelopment of the site, it would not provide for suitable land use in the future. Allowing the property to remain in its present state would not be consistent with the studies prepared for the area identifying the need for further development and revitalization of the area. Alternative 2 would allow for redevelopment of the property, which would be consistent with future land use plans. Alternative 2 would also result in a land use which would be consistent with surrounding land use and zoning. Therefore, implementation of Alternative 2 would allow for a more acceptable future land use than Alternative 1.

3.4 Institutional\Engineering Control Evaluation

As noted above, both alternatives evaluated for the Doxey's property include institutional controls and Alternative 2 includes an engineering control in the form of a demarcation barrier and a soil vapor mitigation system for any proposed on-site buildings. An Environmental Easement is an institutional control that will be issued for the property. The Environmental Easement will require compliance with the Site Management Plan (SMP). The SMP, which is discussed further in Section 6.0, will be prepared at the completion of the remedy selection concurrent with the remedial design phase. The SMP will describe in detail the institutional and engineering controls to be implemented at the site and will specify the inspection requirements and frequency of the inspections and reporting for all engineering controls installed at the site.

The Environmental Easement will ensure that the following institutional controls are implemented:

- The use of groundwater underlying the property without proper treatment is prohibited,
- Vegetable gardens and farming on the property is prohibited.
- All future activities on the property that will disturb remaining contaminated material are prohibited unless they are conducted in accordance with the SMP.
- The potential for vapor intrusion must be evaluated for any buildings on the Site prior to construction and any potential impacts that are identified must be mitigated.
- The property may be used for restricted residential use provided that the long-term Engineering and Institutional Controls are employed.
- The property may not be used for a higher use level than restricted residential.
- The Site owner submits to appropriate regulatory agencies a written statement that certifies that: (1) controls employed at the Site are unchanged from the previous certification or that any changes to the controls were approved by the regulatory agencies; and (2) nothing has occurred that impairs the ability of the controls to protect public health and environment or that constitute a failure to comply with the SMP. This certification shall be submitted annually, unless otherwise approved by regulatory agencies.

Adherence to these institutional controls is required by the Environmental Easement. The institutional controls will not be discontinued without an amendment to or termination of the Environmental Easement.

3.5 Recommended Remedial Alternative

Based on the evaluation of the remedial alternatives described above, Alternative 2, Excavation/Removal of a Minimum of 2 Feet of Soil with Institutional and Engineering Controls, would be protective of human health and the environment and meets the remedy selection criteria. This alternative includes the removal and proper closure of all on-site aboveground and below ground storage tanks and the demolition of all on-site structures.

4.0 REMEDIAL DESIGN

The purpose of this section is to provide an overview of the components that will be prepared as a part of the remedial design for the Doxey's Property site. In general, remedial design will consist of pre-final and final plans and specifications, an engineering project cost estimate, and the identification of institutional controls. Each of these components is described in detail in the following sections.

4.1 Pre-Final (95% Complete) Plans and Specifications

As outlined in Section 1.0 of this document, plans and specifications will be prepared for the purpose of competitively bidding the selected remedial alternative in accordance with all applicable federal, state and local laws, rules, regulation and guidelines. Due to the nature of the remedial alternative selected (excavation), the pre-final design submittal will consist of a 95% complete design in an effort to streamline the design process.

At a minimum, the pre-final plans and specifications will include provisions to address prevailing wage rate requirements, bonding and insurance requirements, and minority business enterprise (MBE) and women-owned business enterprise (WBE) utilization requirements. Additionally, the plans and specifications will include technical provisions for the various aspects of the work including, but not limited to, submission of shop drawings, work plans and construction schedules related to the work; mobilization/demobilization; health and safety; environmental controls; demolition and removal of existing on-site structures, including aboveground and below ground storage tanks; soil characterization; excavation and handling of excavated material; endpoint sampling; waste transportation and disposal; and site restoration.

Upon completion of the pre-final design documents, three copies of the pre-final plans and specifications will be submitted to the IDA and necessary regulatory agencies for review. Each copy of the bid package will include a full set of drawings and a complete specifications package complete with general contract conditions, bid forms, technical specifications, and measurement and payment provisions.

4.2 Final Design (100% Complete) Plans and Specifications

This submittal will include final revised plans and specifications incorporating all comments provided from the 95% design submittal, if applicable. Three copies of the final plans and specifications will be submitted to IDA and necessary regulatory agencies for final review prior to advertising for bids. The final drawings and specifications will be sealed and signed by a Professional Engineer licensed to practice in New York State.

A detailed construction cost estimate for the project will be prepared. The estimate will be prepared on a bid item basis, consistent with the bid schedule in the design documents, in order to provide a cost estimate for each bid item. A draft project cost estimate will be submitted with the pre-final plans and specifications. Based upon comments received from the IDA, the cost estimate will be revised and submitted.

4.3 Permits and Approvals

At this time, since it is anticipated that all work will be conducted within the limits of the property and no work will be performed off-site either in public right-of-ways or Glen Cove Creek, it is not anticipated that any permits or approvals would be required to perform the work.

Given the existing conditions of the three existing on-site aboveground storage tanks (capacities of 250,000 gallons, 110,000 gallons and 110,000 gallons), it is assumed that these tanks have been permanently closed in accordance with 6 NYCRR Parts 612-614. Additionally, it is also assumed that the Major Oil Storage Facility (MOSF) license has been properly terminated with NYSDEC oversight. If it is determined upon coordination with applicable regulatory agencies that any of the existing on-site aboveground storage tanks have not been permanently closed or if the MOSF license has not been properly terminated, additional investigation and reporting will be required at that time.

The Contractor will be responsible for obtaining federal, state and City of Glen Cove permits required for remediation.

5.0 REMEDIAL CONSTRUCTION

Remedial construction activities will include pre-mobilization work such as applying for and obtaining permits and submission of written plans, followed by mobilization to the site, site preparation, excavation, off-site transportation and disposal of contaminated soil, backfilling where applicable to allow for planned construction and remediation closeout activities. A description of the planned remedial construction activities follows.

5.1 Construction Health and Safety Plan

A Construction Health and Safety Plan (CHASP) will be prepared by the remedial contractor as part of the remedial construction. Site personnel performing remedial activities will be required to read and comply with the requirements of the CHASP.

The CHASP will be required to address all the appropriate federal, state and local regulatory requirements necessary to undertake and successfully complete the remedial construction. The CHASP will be prepared in accordance with 29 CFR 1910.120 and will include, at a minimum, the following:

- Health and safety organization, including resumes of personnel responsible for health and safety;
- Project site description and hazard assessment;
- Training requirements;
- Medical surveillance requirements;
- Project site control procedures;
- Standard operating procedures and engineering controls;
- Personal protective equipment requirements;
- Personal hygiene and decontamination protocols;
- Equipment decontamination procedures;

- Air monitoring requirements;
- Emergency equipment/first aid requirements;
- Emergency responses/contingency procedures;
- Heat and cold stress procedures;
- Record keeping requirements; and
- Community protection plan.

The Contractor will be responsible for ensuring that the CHASP and all work associated with the implementation of the remedial construction is performed in accordance with safe work practices including Occupational Safety and Health Administration (OSHA) requirements. All site personnel will be trained and certified in the proper use of personal protective equipment and will have knowledge and understanding of construction standards. Certifications regarding training and expertise will be required prior to the start of work.

5.2 Community Air Monitoring Plan

A Community Air Monitoring Plan (CAMP), including concentration-based action levels, will be implemented as part of remedial construction. The Contractor will be responsible for implementing all air monitoring activities during ground intrusive activities. The plan will comply with the requirements of the New York State Department of Health Generic Community Air Monitoring Plan. The Contractor will also be responsible for any personnel air sampling performed during performance of the remedial construction.

5.3 Construction Quality Assurance/Quality Control Plan

A Construction Quality Assurance/Quality Control (QA/QC) Plan will be prepared by the Contractor as part of the remedial construction. The plan will identify procedures to be utilized to ensure the quality of the work performed meets the objectives of this Remedial Action Work Plan. The QA/QC Plan will include, at a minimum, the following:

- A description of the quality control organization including a chart showing the lines of authority;
- The names, qualifications, duties and responsibilities of each person assigned a QC function;
- Procedures for scheduling and managing submittals including those from subcontractors;
- The location, number and type of each sample to be collected and analysis to be performed for all samples to be collected, including waste characterization and endpoint sampling requirements;
- Description of sample collection methods for each sample matrix including sample containers, sample custody, sample packaging, storage and shipping procedures;
- The analytical protocols to be utilized;
- Quality control methods and procedures for each specific test to be used during construction;
- The name, address and qualifications of each proposed testing laboratory and the intended project-specific function;
- A description of all instrumentation and equipment to be used for testing on-site, as well as operating and calibration procedures;
- Reporting procedures for quality assurance activities including proposed reporting formats; and
- Method for notification of changes.

The Contractor will be responsible for implementing the QA/QC Plan.

5.4 Storm Water Management, Soil Erosion and Sediment Control

Storm water management, soil erosion and sediment control will be performed in accordance with New York State Guidelines for Urban Erosion and Sediment Control. The Contractor will be responsible for collection and disposal of storm water on-site, preventing off-site migration of storm water and construction related water, maintaining separation of potentially contaminated storm water with uncontaminated storm water and soil, preventing

off-site migration of sediment, protecting existing storm water collection structures and protecting soil stockpiles from erosion during implementation of the remedial construction.

Temporary stockpiles of contaminated materials will be placed on bermed plastic liners and covered with plastic liners to prevent erosion, or placed in covered roll-off containers. The minimum thickness of the covers shall be 0.25 mm (10 mils) and the minimum thickness of the liner shall be 1.0 mm (40 mils). Stockpiles of clean fill will also be placed on bermed liners. Liners will be secured in place with stakes or concrete blocks.

Additional soil erosion and sediment controls (e.g., hay bales or silt fences) will be installed around the perimeter of the site and around storm water drainage inlet structures to prevent contaminated runoff from migrating off-site and into storm water collection systems. On-site storm water will be directed towards the open excavation.

5.5 Permits

The Contractor will be responsible for obtaining federal, state and City of Glen Cove permits required for remediation prior to mobilization. Permit conditions will be complied with, and copies of permits will be maintained at the site.

5.6 Construction Schedule

The Contractor will prepare a construction schedule that details the individual components of the remedial construction. The schedule will include significant dates such as mobilization, submittal dates, meetings, dates for starting each phase of the work, and demobilization. The schedule will be updated throughout the remedial construction phase.

5.7 Surveys and As-Built Drawings

The Contractor will perform an initial site survey to verify the existing site conditions and establish the exact limits of the work. Following the completion of the excavation activities, a

survey will be performed to document the extent of excavation and the locations of excavation endpoint soil samples collected. Following completion of the remedial work, the Contractor will prepare and submit as-built drawings showing the results of the remedial construction activities. The as-built drawing will show the final limits, and elevations of excavations and limits of backfill. The as-built drawings will be signed and sealed by a Professional Engineering licensed to practice in New York State. All surveys will be completed by a Land Surveyor licensed to practice in New York State.

5.8 Site Security, Control and Access

Security for the work, equipment, materials, supplies, facilities, personnel and incidentals, including the office trailers, will be provided throughout the performance of the work. The site will be surrounded by a fence. The fences and gates will be closed and locked when there is no activity on site, and any breaks or gaps will be repaired immediately.

Equipment that will continue to operate after normal working hours will include appropriate automatic shutoffs and/or alarms to prevent unsafe operation.

All personnel and visitors will be required to sign in and sign out upon arrival and departure. A log of vehicles and equipment entering and leaving the site will be maintained. Warning signs will be placed approximately every 200 linear feet on the perimeter fence to alert passersby and discourage trespassing. At the site entrance and egress points, signs stating "Proper Personal Protective Equipment Must Be Worn," "No Eating, Drinking or Smoking," and "Restricted Area - No Unauthorized Access" will be posted. Additionally, each access and egress point will be indexed with a unique number.

Within the limits of the site, work zones consisting of a Clean Zone, a Contaminant Reduction Zone, a Support Zone and an Exclusion Zone will be established. The Exclusion Zone will always be located adjacent to the excavation front. As the excavation front will be continuously changing, the location of this zone will also change.

The Support Zone will be divided into two areas: the Material Processing Area (MPA) and the Materials Support Area (MSA). The MPA will be the location where materials are loaded onto transport vehicles for off-site disposal. The MSA or lay down area will be used to store equipment that will be used in remedial operations.

Decontamination of trucks, hydraulic equipment and personnel will be performed within the limits of the Contaminant Reduction Zone.

The Clean Zone will be a contaminant-free area designated for visitors and/or remedial staff. Personal protective equipment will not be required in the Clean Zone. The office trailer, if required, would be located within the limits of the Clean Zone.

5.9 Traffic Control

The Contractor will be required to prepare a traffic control plan, which will detail the routing of on-site truck traffic during the course of the work. It will also include details for off-site truck routes to and from the site, as well as perimeter gate locations for ingress and egress from the site. The Contractor will be responsible for coordinating with the off-site transportation and disposal company to ensure that transport times can be coordinated in the most efficient way and off-site queuing can be prevented. Site personnel will be required to park at a designated location arranged for by the Contractor or in legal parking locations off-site.

5.10 Site Preparation and Temporary Facilities

Upon mobilization to the site, temporary facilities and utilities including a fence with gates, work zone demarcation, erosion control devices, office trailers, storage trailers, portable toilets, telephone service, electrical power and lighting, potable water, decontamination facilities, air monitoring devices and staging areas will be established for use.

Stabilized construction pads will be installed at the exits of the site. Top dressing of the pad with additional stone, or replacement of the stone will be performed on an as needed basis.

In addition to the stabilized construction pad, vehicle tires may require pressure washing prior to leaving the site; therefore, an equipment decontamination pad will be installed after the stabilized construction pad.

5.11 Equipment and Material Storage Areas

As indicated above, equipment and materials to be used in the work will be stored in the Materials Support Area. Soil stockpiles will be surrounded with suitable erosion controls and stockpiled on and covered by plastic sheeting to prevent windblown dust or erosion. Soil containers will be lined and covered prior to transport. Equipment will be stored so as to not hinder access to the site in the event of an emergency.

5.12 Equipment and Personnel Decontamination Facilities

The Contractor will be required to install an equipment decontamination pad for the decontamination of equipment and vehicles during performance of the remedial construction. The decontamination pad will be large enough to contain wash water and debris from the largest sized vehicles to be utilized, have a curbed perimeter and be underlain by an impervious liner. The Contractor will be required to ensure that all heavy equipment is clean prior to crossing areas of the site which do not require remediation or have already been remediated, handling clean fill materials and leaving the site.

The water used to decontaminate the equipment will be containerized and disposed off-site. Collected sediments will be managed with other waste material removed from the site. No decontamination waste liquids or solids will be discharged and disposed on-site.

5.13 Excavation and Material Handling

The limits of excavation will be surveyed in the field prior to initiation of remedial activities by a Land Surveyor licensed to practice in New York State. The depth and extent of the excavation will depend on the results of the pre-design investigation sampling (see

Section 2.0) and the final design of the proposed construction. A description of the excavation and material handling activities is provided below.

Excavation will occur using an excavator to remove shallow soil and clear obstructions as necessary. All soil excavated shall be screened both visually and with a photoionization detector to identify any potential variance from the analytical data obtained from the prior soil characterization studies. Anomalous measurements or observations may prompt contingency measures.

Vapor, Odor and Dust Controls

Air monitoring will be performed throughout the duration of the work and will dictate actions required to control emissions. It is anticipated that dust and vapors may be generated during implementation of the remedy. Standard dust suppression techniques that may be employed during excavation activities as well as any other material handling activities at the site include:

- Installing gravel pads at vehicle egress points;
- Application of wetting agents to soil, stockpiles, excavation faces, buckets and equipment during excavation;
- Tarping/covering containers;
- Restricting vehicle speeds to 10 miles per hour;
- Covering of excavations after completion of excavation activities;
- Covering of stockpiles; and
- Minimization of material stockpiling on-site and direct loading excavated material to hauling vehicles.

If dust and vapor suppression techniques do not lower the particulate and/or organic compound concentrations to an acceptable level, work will be suspended until appropriate corrective action can be implemented.

Material Handling

Additional soil sampling may be required prior to shipment to approved facilities. Testing requirements regarding analytical requirements and number of required samples will be performed in compliance with New York State Department of Environmental Conservation (NYSDEC) Division of Environmental Remediation (DER) 10 – Technical Guidance for Site Investigation and Remediation as well as the requirements of the disposal facility.

Excavated debris that has a dimension greater than 3 inches that can be easily segregated from the excavated soil and does not contain any liquid or solid residues will be disposed-of as construction and demolition debris. This debris may require decontamination prior to disposal. Remaining debris that cannot be segregated or decontaminated will be disposed of with contaminated soil. This debris may need to be subjected to size reduction to be acceptable to disposal facilities.

Personal Protective Equipment and Miscellaneous Waste

During the course of the work, used personal protective equipment, general refuse and miscellaneous remediation waste will be generated. It is expected that the majority of this material will be nonhazardous and will be managed as a solid waste. The construction contractor will be required to characterize waste as required by the disposal facility prior to transportation off-site.

5.14 Waste Transportation and Disposal

Prior to transport off-site, sampling of soil will be required to obtain waste characterization data for disposal purposes. Approved, permitted transporters will transport the waste generated on-site to permitted off-site disposal facilities. All trucks will have functional intact tarps to cover their loads.

The current site owner will be the generator of record for this project and, if necessary, will provide the EPA generator identification number for shipment of any hazardous waste. Waste will not be transported for disposal without prior approval. The waste transporters will provide manifests for any hazardous waste shipped as part of this project. Manifests will be provided to the current site owner for review, approval and signature.

All trucks containing contaminated materials will provide the contractor with documentation of valid, current NYSDEC Part 364 permits. NYSDEC Part 364 permitted trucks exiting the site containing contaminated materials will be given either a hazardous or a nonhazardous waste manifest depending on the waste characterization. Hazardous waste manifests will be completed in accordance with the USEPA Uniform Hazardous Waste Form 8700. Nonhazardous waste manifests will be printed on sequentially numbered four-part carbonless form paper. Portions of each nonhazardous waste manifest will be completed by the driver of each truck, a representative of the generator and a representative of the receiving TSDF or disposal facility. The nonhazardous waste manifests will be attached to a weight receipt from a certified scale. Copies of the manifests, bills of lading and certificates of disposal will be maintained in the project files.

5.15 Endpoint Sampling

Upon reaching the final surveyed excavation depth, endpoint samples will be collected by the Contractor from the verified base of the excavation to determine the characteristics of the remaining soil. Samples will be collected in accordance with the NYSDEC Draft DER-10 *Technical Guidance for Site Investigation and Remediation.* Soil samples will be placed in the appropriate precleaned laboratory-supplied sample containers, labeled, placed on ice and sent under chain-of-custody procedures to an approved laboratory. Samples will be analyzed for TCL VOCs by USEPA Method 8260 and TAL metals by USEPA Method 6010. Soil sample data will be compared to the 6 NYCRR Part 375 Restricted Residential SCOs to determine if additional material will need to be excavated.

5.16 Demarcation Layer

Since no soil excavation will be performed below the water table, it is possible that contaminated soil will still be present in the subsurface soil at levels exceeding restricted residential soil cleanup objectives. Due to the possibility of redevelopment at the site, a demarcation layer will be installed prior to backfilling to designate the areas with residual contamination. Typical materials used for demarcation in soil include plastic snow fence, plastic safety fence or nonwoven geotextile. These materials will create both a physical and visible barrier to future excavation at the Doxey's Property site. Details regarding the placement and installation of the demarcation layer material will be included in the plans and specifications.

5.17 Backfill/Clean Fill Cover

Once soil sample data shows that concentrations are below the applicable cleanup standards, excavations will be backfilled with clean fill from off-site sources. The backfilled material will be accompanied by a Certificate of Clean Fill certifying that the fill meets the soil clean-up objectives. The fill will also be required to be analyzed by an independent laboratory to determine that it meets specified physical characteristics. Laboratory analytical results will be required to be provided. Fill will not be used at the site until it is approved. Compaction and other backfill requirements will be coordinated with the planned redevelopment.

5.18 Water/Gas Vapor Barrier

As part of building construction, a water/gas vapor barrier will be installed on the below grade foundation structure as a precautionary measure to prevent water/gas vapor intrusion into the building. The horizontal and vertical component of the water/gas vapor barrier, which may be exposed to contaminated groundwater and vapors, will be a two component, nonflammable, nontoxic, solvent free, spray applied membrane. The Contractor will be required to install the water/gas vapor barrier in accordance with the manufacturer's specifications. D&B will be responsible for inspection and photographic documentation during site preparation, installation

and post-installation construction activities to confirm that the manufacturer's specifications are followed.

5.19 Site Restoration

Upon completion of remedial activities at the site, all equipment (with the exception of equipment required for building construction), any remaining materials and temporary access/tracking pads will be removed from the site. All equipment being demobilized will be properly decontaminated prior to removal off-site. Equipment that has been in contact with contaminated material and will remain on-site will also be decontaminated. Subsequently, the decontamination pad will be removed from the site.

6.0 POST-REMEDIAL CONSTRUCTION

6.1 Institutional and Engineering Controls

As discussed in Section 3.4, institutional controls will be implemented for the entire site. The institutional controls for the site include establishment of an environmental easement that will prohibit the use of groundwater as a potable water source and include requirements for compliance with the Site Management Plan.

In addition to the above institutional controls, as discussed above a soil vapor mitigation system would be installed as part of any building construction and will serve as an engineering control for any new buildings. Careful attention will be given to any indications that this engineering control has been compromised and appropriate investigations and corrective actions will be taken when necessary.

6.2 Site Management Plan

A Site Management Plan (SMP) will be prepared for the site to provide guidance for proper long-term maintenance of the remedy. The SMP will be prepared in accordance with the requirements of the NYSDEC DER-10 Technical Guidance for Site Investigation and Remediation. The SMP will include an institutional and engineering control plan, a monitoring plan, an operation and maintenance plan and soil management plan. The SMP will be finalized upon completion of the remedial construction and will be maintained by the property owner.

7.0 REPORTING AND DOCUMENTATION

Periodic progress reporting and maintenance of project records during remedial construction will enable involved parties (e.g., regulators) to track the project with respect to schedule and the requirements of the RDWP. Additionally, at the completion of remedial construction, a Remediation Report will be prepared as described below.

7.1 Monthly Progress Report

The Contractor will be required to prepare progress reports each month during implementation of the remedial construction. Each report will include information on the work completed during the month, the anticipated schedule for the following months, and a description of any problems encountered which will impact project progress and their resolution. Progress reports will be available for regulatory agency review.

7.2 On-Site Record Keeping

Throughout implementation of the remedial construction, records will be maintained by the Contractor to document activities completed on-site. Records that will be maintained include the following:

- Daily field activity reports
- Visitor sign-in/sign-out logs
- Construction photographs
- Instrument calibration logs
- Waste manifests/bills of lading and disposal facility receipts
- Waste characterization sampling results and waste treatment/ disposal facility prequalification forms
- Chain of Custody forms
- Air monitoring forms
- Contractor submittals
- Dewatering effluent discharge volumes and sampling results (if required)
- Measurements of material quantities for progress payments
- Surveys
- Incident/accident reports
- Meeting minutes
- Endpoint sampling results

7.3 Final Engineering Report

Within 90 days of completion of remediation, a Final Engineering Report will be prepared. This report will include the following:

- Description of remedial actions performed;
- Deviations from the remedial design plans and specifications, if any;
- Copies of records maintained during the remediation;
- Problems encountered during construction and their resolution;
- A discussion on the quantification and listing of waste/contaminants treated or removed from the site;
- Detailed "as-built" drawings showing the surveyed limits of the excavation, the locations of endpoint samples, construction details and locations of sheeting left in place;
- Copies of all records documenting off-site disposal of waste material;
- Documentation sampling results; and
- A copy of the environmental easement.

The report will include a certification by a Professional Engineer registered in New York State, stating that the work was implemented and construction activities were completed in substantial conformance with the plans and specifications, and that the engineering and institutional controls are included in the environmental easement.

8.0 PROJECT MANAGEMENT

8.1 Key Participants and Responsibilities

Key participants involved in the remediation and development of the Doxey's Property include the following:

Key Participants	Primary Responsibilities
Site Owner: City of Glen Cove Industrial Development Agency	Oversee planning, implementation and reporting for remedial construction in accordance with approved RDWP, including procuring and directing contractors and consultants for design, remedial construction and site development in accordance with approved RDWP. Establish institutional controls in accordance with approved RDWP.
Regulatory Agencies: United States Environmental Protection Agency, New York State Department of Environmental Conservation and New York State Department of Health	Regulatory oversight.
Remedial Engineer: Dvirka and Bartilucci Consulting Engineers	Preparation of remedial design Contract Documents, construction inspection, record keeping, reporting and preparation of the Remediation Report.
Contractor: To Be Determined	Furnish labor, material, supplies, etc. for remedial construction and site development in accordance with approved plans.

8.2 Project Communication and Management

Throughout the project, project meetings will be held to discuss work progress, plan upcoming activities for the work and discuss any unanticipated site conditions encountered. The Contractor's superintendent will be required to attend the project meetings, as well as the Contractor's Health and Safety Officer and QA/QC Officer, when discussion of issues related to their responsibilities is required. In addition, representatives of the current site owner and the

Contractor will attend the project progress meetings once per week. Representatives of regulatory agencies will be made aware of the schedule for project meetings. Following an initial pre-construction meeting, project meetings will be held once per week at the site during the remediation.

The IDA will coordinate communication with regulatory agencies, the public and other interested parties. During remedial construction, a Resident Engineer/Construction Inspector will be assigned to the project to provide full-time on-site inspection of the work, engage in day-to-day communications with the Contractor's superintendent and maintain records and prepare reports as described in Section 7.0.

9.0 PROJECT SCHEDULE AND KEY MILESTONES

A preliminary schedule of key milestones for the remedial construction is provided below. Note that the following schedule is generic in nature given the specifics concerning site redevelopment are not known at this time. After the redevelopment plans have been finalized with a detailed schedule with specific milestone dates will be prepared.

Schedule Milestone

- Submittal of Draft Remedial Design Work Plan
- Receive Comments from IDA and Associated Regulatory Agencies
- Submittal of Final Remedial Design Work Plan
- Regulatory Approval of Final Remedial Design Work Plan
- Pre-Design Investigation Activities
- Submittal of Pre-Design Investigation Report
- Submittal of 95% Remedial Design Contract Documents
- IDA/Regulatory Review of 95% Remedial Design Contract Documents
- Receive Comments from IDA and Associated Regulatory Agencies
- Submittal of Final Remedial Design Contract Documents
- Contract Bidding Period/Pre-Award Services
- Mobilization
- Implementation of Remedial Construction
- Submittal of Draft Remediation Report Upon Construction Completion
- Receive Comments from IDA and Associated Regulatory Agencies
- Submittal of Final Remediation Report
- Implementation of Institutional Controls and Engineering Controls

Attachment 3

Exhibit B
Additional Federal Requirements

I. GENERAL FEDERAL CONDITIONS:

A. General Compliance. The Subrecipient or Contractor shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the U.S. Housing and Urban Development regulations concerning Lead Hazard Reduction Demonstration Grants (LHRD) including subpart K of these regulations, except that:

1. The Subrecipient or Contractor does not assume the environmental responsibilities of Nassau County as Lead Agency Recipient described in 24 CFR 570.604 (National Environmental Review Act "NEPA" Review), and

2. The Subrecipient or Contractor does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

3. The Subrecipient or Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

4. The Subrecipient or Contractor further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Subcontract Requirements. In the event that the Subrecipient or Contractor subcontracts to another subcontractor or organization, the Subrecipient or Contractor must prepare and enter into a written subcontract. The Subrecipient or Contractor shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Subrecipient will be responsible for monitoring the subcontractor or subgrantee for performance.

C. General Conduct

1. Hatch Act. The Subrecipient or Contractor shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Prohibited Activity. The Subrecipient or Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

3. Conflict of Interest. The Subrecipient shall abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to LHRD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the LHRD-assisted activity, or with respect to the proceeds from the LHRD-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure and for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

4. Lobbying. The Subrecipient or Contractor hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subcontractors shall certify and disclose accordingly:

d. It will execute and comply with the Lobbying Certification obligation as follows:

> "This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

5. Copyright. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-

exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

6. Religious Activities. The Subrecipient or Contractor agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytizing.

II. ENVIRONMENTAL CONDITIONS

A. General Environmental Compliance. The Subrecipient or Contractor shall comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. §§ 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- National Environmental Policy Act of 1969.
- HUD Environmental, Review Procedures (24 CFR Part 58). Depending on the project, categorical exclusions set forth at 24 CFR 58.35 may apply to certain LHRD activities for which no environmental impact statement or environmental assessment and finding of no significant impact under NEPA is required.
- B. National Environmental Policy Act Review. The National Environmental Policy Act of 1969 (42 USC Section 4321, et seq.) establishes national policies, goals and procedures for protecting, restoring, and enhancing environmental quality.

HUD requires NEPA environmental reviews to be conducted before proceeding with actions that may affect the environment. In addition to NEPA regulations, the Subrecipient or Contractor must comply with other applicable federal and state environmental and historic regulations governing activities funded with LHRD monies.

1. Subrecipients and Contractors are required to fully comply with all federal and state environmental and historic regulations. The goals of these regulations are to assure that development is compatible with environmental and historic conditions and does not adversely impact environmental and historic conditions, and that the users of the project will be given a safe, healthy, and enjoyable environment.

2. Nassau County has been designated by HUD to conduct NEPA Review on each activity funded with HUD funds. This entails determining the impact of the project on the environment and the historic nature of the community as well as the impact of the environment on the project.

3. Subrecipient or Contractor must supply the County's designated Environmental Officer with sufficient detail about each project to complete an environmental review.

4. To the extent to which NEPA requirements are applicable, the NEPA review process must be completed and the release of funds approved before OCD commits any funds on any activity or project. Additionally, until the release of funds has been approved, non-federal funds can not be committed if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives. The County will provide the Subrecipient or Contractor with notification regarding the release of funds.

C. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, the Subrecipient or Contractor *shall obtain and maintain as a condition of financial assistance for acquisition or construction purposes (including rehabilitation) flood insurance under the National Flood Insurance Program* Flood maps are available at http://www.fema.gov/index.shtm..

D. Lead-Based Paint.

1. The Subrecipient or Contractor shall comply with HUD Lead-Based Paint Regulations found at 24 CFR 570.608 and 24 CFR Part 35, Subpart B (the "Lead Rule") when undertaking any construction or rehabilitation of residential structures with assistance provided under this Agreement. The Lead Rule requires compliance with lead paint risk assessment, paint evaluation and testing, and the use of interim controls or abatement when necessary, depending upon the amount of Federal funds applied to a property. The regulations further require the proper training and certification of all contractors undertaking rehabilitation activities.

2. Notification: Such regulations pertain to all LHRD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Proper notification is made by providing the EPA brochure entitled: "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools. " This brochure is available on HUD's website at:

http://www.hud.gov/offices/lead/library/lead/renovaterightbrochure.pdf

This brochure may be reproduced by the Subrecipient or Contractor and should be distributed as broadly as possible. The brochure has a form attached which must be used to document receipt of the brochure by homeowners or tenants before rehabilitation activities are undertaken. Subrecipients or contractors who undertake rehabilitation programs shall retain the documentation of the receipt of the brochure with program files.

3. Nassau County Department of Health is part of the New York State and US Centers for Disease Control Childhood Lead Poisoning Prevention program, which includes monitoring the testing of children under the age of seven for elevated levels of lead. Nassau County Department of Health should be contacted if the Subrecipient or Contractor identifies children who may need blood lead level screening.

E. Historic Preservation.

1. The Subrecipient or Contractor shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

2. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list. This will be done as part of the NEPA review process.

III. EMPLOYMENT CONDITIONS

A. OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

B. Labor Standards.

1. The Subrecipient or Contractor shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

2. The Subrecipient or Contractor shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and the related implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient or Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to OCD for review upon request.

3. Davis Bacon Threshold: The Subrecipient or Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing fewer than eight (8) units, all contractors engaged under contracts in excess of Two Thousand Dollars ($2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient or Contractor of its obligation, if any, to require payment of the higher wage.

4. Inclusion in Contracts: The Subrecipient or Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

This includes:

- Attaching and making part of each tier of bid solicitations and construction contracts:
  - Federal Labor Standards Wage Determination: NY080013
  - Federal Labor Standards Provision: (HUD 4010)
  - Although New York State prevailing wages may also be applicable in a project with a mix of funding, the Federal Wage Determination must also be included in the bid/contract documents when Federal funds are used on a project.
- The following must be posted at the project site:
  - Project Wage Sheet: HUD Form 4720 or the entire wage decision.
  - Notice to All Employees Poster: Form WH1321 – located at http://www.dol.gov/esa/whd/regs/compliance/posters/fedprojc.pdf
- If a work classification is not included in the wage decision (HUD 4230a) – it should be provided to the County to be submitted to HUD OLR.
- Project files must include copies of Notices for Bids and Copies of Notices of Contract Awards.
- Contractor's /Subcontractors' Certified (signed) weekly payrolls must be reviewed and checked for compliance with wage determinations in accordance with HUD procedures. With the submission of the first payroll, the Subrecipient or contractor must submit the following form: HUD 5282.
- Employee interviews must be conducted and recorded on HUD Form 11 and onsite complaints recorded on HUD Form 4731. OCD will notify HUD Office of Labor Relations of any underpayments or Davis Bacon and related Acts violations.
- Apprentices and trainees must be registered in State Apprenticeship Council approved programs and certification must be included with the payroll submission.

5. Nassau County OCD Review: Subrecipient or contract should submit to OCD copies of all bid documents prior to solicitation for review. In addition, question related to Davis Bacon compliance and applicability should be directed to assigned OCD staff for review with HUD Office of Labor Relations Staff.

6. Subrecipient or Contractor must complete and submit the Semi-Annual Labor Standards Enforcement Report (HUD Form 4710) to OCD to compile and send to HUD Office of Labor Relations.

C. Providing Economic Opportunities under Section 3 of the Housing and Urban Development Act of 1968 as Amended.

1. General. Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992, (hereinafter "Section 3") requires that when HUD financial assistance to housing and community development programs results in the generation of economic opportunities in a community, such opportunities should be directed toward low and very-low income persons.

Providing Economic Opportunities through Hiring Low and Very Low Income Persons. The Subrecipient or Contractor shall further ensure that new job opportunities for training and employment arising in connection with housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- (at or below 80% of HUD Area Median Income) and very low-income persons (at or below 50% of HUD Area Median Income) residing within the Nassau County Consortium. Where feasible, priority in hiring for new jobs should be given to low- and very low-income persons *within the service area of the project or the neighborhood in which the project is located*, and to low- and very low-income participants in other HUD programs.

Providing Economic Opportunities through Contracting with Section 3 Certified Businesses: When feasible, contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects should first be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing within the Nassau County Consortium and to low- and very low-income participants in other HUD programs. A Section 3 business concern must be approved first through application to OCD.

2. Section 3 Threshold: The work to be performed under this Agreement is assisted under a program providing direct Federal financial assistance from HUD and, as such is subject to the requirements of Section 3 requires that to the greatest extent feasible opportunities for training and employment shall be given to low and very low income residents of the area of the Section 3 covered project. Section 3 applies to:

- Projects for which HUD's share of the project costs exceeds $200,000; and
- Contracts and subcontracts awarded on projects for which HUD's share or project costs exceeds $200,000 and the contract or subcontract exceeds $100,000.
- Recipients whose projects do not fall under Section 3 are nonetheless encouraged to comply with the Section 3 preference requirements and must complete HUD Form 60002.

3. Subrecipient or Contractor Responsibilities Pursuant to Section 3. Each Subrecipient or Contractor that receives financial assistance subject to Section 3 compliance (and their contractors or subcontractors) are required to comply with the

requirements of Section 3 for new employment, training, or contracting opportunities that are created during the expenditure of covered funding. This responsibility includes:

- Implementing procedures to notify Section 3 residents and business concerns about training and employment opportunities generated by Section 3 covered assistance;
- Implementing procedures to notify Section 3 business concerns about the availability of contracting opportunities generated by Section 3 covered assistance;
- Notifying contractors on Section 3 covered projects of their responsibilities prior to their completion of work;
- Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 135.38];
- Facilitating the training and employment of Section 3 residents and the awarding of contracts to Section 3 business concerns;
- Assisting and actively cooperating with the OCD in obtaining the compliance of contractors and subcontractors;
- Refraining from entering into contracts with contractors who are in violation of the Section 3 regulations;
- Documenting actions taken to comply with Section 3; and
- Submitting Section 3 Annual Summary Reports (form HUD-60002) in accordance with 24 CFR Part 135.90.

4. Preferences for Section 3 Business Concerns. Section 3 also requires that contracts for work in connection with a covered project be awarded to business concerns which are located in the area of the Section 3 covered project or owned in substantial part by persons residing in the area. In housing and community development programs, where feasible, priority consideration should be given, to:

- Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located; and
- Applicants selected to carry out Youthbuild programs (category 2 businesses); and
- Other Section 3 business concerns.

5. Section 3 Clause Inclusion in Contracts as required by 24 CFR part 135.38. All Section 3 covered contracts shall include the following clause in full (referred to as the Section 3 clause which is below in italics):

A. *The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. §1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.*

B. *The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.*

C. *The contractor agrees to send to each labor organization or workers' representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applications for training and employment position can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number of jobs and the job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*

D. *The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.*

E. *The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.*

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

6. Compliance. Compliance with the provisions of Section 3, and all applicable rules and orders issued thereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the County as Grantee, the Subrecipient or Contractor and any of the Subrecipient or Contractor's subcontractors.

Failure to fulfill these requirements shall subject the Grantee, the Subrecipient or Contractor and any of the Subrecipient or Contractor's subcontractors, their successors and assigns, and subject to those sanctions specified by the Agreement through which Federal assistance is provided, and to such sanctions as are specified in 24 CFR Part 135. The Subrecipient or Contractor certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

7. Reporting. Within 30 days of the commencement date of this Agreement, the Subrecipient or Contractor shall provide the County with a report setting forth the steps taken to identify and solicit applications from those low and very low income persons for training and employment and within 30 days of the commencement of work pursuant to this Agreement, the Subrecipient or Contractor shall provide to the County a list of those low and very low income persons individuals who have been offered training or employment positions, and shall identify those who have accepted such positions.

The Subrecipient or Contractor must complete HUD Form 60002: Section 3 Summary Report and submit it to OCD at the end of each program year for consolidation and inclusion in the Consolidated Annual Performance Report ("CAPER").

IV. RELOCATION, REAL PROPERTY ACQUISITION and ONE-FOR-ONE HOUSING REPLACEMENT

A. In the event that a Subrecipient or Contractor has a property acquisition project for either residential or commercial property and the property has a tenant or owner who may be displaced or relocated either permanently or temporarily, OCD staff and/ or HUD Community Planning & Development Relocation staff should be immediately notified so that an assessment can be made as to whether the Uniform Relocation Act is triggered. In the event that the URA is triggered, OCD will assist the Subrecipient or Contractor in establishing a project specific relocation plan to satisfy the requirements of the URA.

B. The Subrecipient or Contractor shall comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA") and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b)

the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

More information is available at: http://www.hud.gov/offices/cpd/library/relocation/index.cfm

C. The Subrecipient or Contractor shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) who are displaced as a direct result of acquisition, rehabilitation, demolition or conversion of a LHRD-assisted project. The Subrecipient or Contractor shall also comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

D. Congress has statutorily prohibited the use of federal funds for eminent domain purposes starting in Federal Fiscal Year 2006 with limited exceptions such as public purpose. This Congressional prohibition is detailed in Federal Notice:

FR-5077-N-01: Vol. 71, No.136 - Monday, July 17, 2006 Statutory *Prohibition on Use of HUD Fiscal Year (FY) 2006 Funds for Eminent Domain- Related Activities.* This Notice can be accessed at:
http://www.hud.gov/offices/cpd/library/relocation/policyandguidance/fedreg_071706.pdf

V. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The US Department of Housing and Urban Development ("HUD") and Nassau County are committed to assuring that LHRD Subrecipients and Contractors take positive steps to ensure that all persons receive equal opportunity to housing, employment, public facilities and services, contracting and business opportunities, and LHRD funds, benefits and services, and are protected from displacement. In addition to equal access, Subrecipient and Contractors must affirmatively further fair housing and also provide accessibility for persons with disabilities.

Subrecipients and Contractors are responsible for implementing their projects in compliance with all local, state and federal laws and regulations regarding civil rights, fair housing and equal opportunity. This grant agreement certifies that the Subrecipient or Contractor will actively enforce the provisions of such statutes and regulations and develop strategies for addressing the requirements. To ensure compliance, attention to the civil rights, fair housing and equal opportunity components of your LHRD projects must be all-inclusive, from the project design to the final progress report.

Subrecipients and Contractors must:

- demonstrate that they afford equal employment opportunities to all persons;

- take affirmative steps to ensure that minority groups are informed of grant opportunities;
- demonstrate that their program benefits are not awarded in ways that discriminate; and
- Take affirmative steps to promote fair and equal access to housing, regardless of the type of grant.

The Subrecipient or Contractor shall comply with: The New York State and Nassau County Civil Rights and Fair Housing Laws, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended (the Federal Fair Housing Act), Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

As generally described by HUD:

Title VI of the Civil Rights Act of 1964

Title VI prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance.

Fair Housing Act

Title VIII of the Civil Rights Act of 1968 as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability).

Section 504 of the Rehabilitation Act of 1973

Section 504 prohibits discrimination based on disability in any program or activity receiving federal financial assistance.

Section 109 of Title I of the Housing and Community Development Act of 1974

Section 109 prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development and Block Grant Program.

Title II of the Americans with Disabilities Act of 1990

Title II prohibits discrimination based on disability in programs, services, and activities provided or made available by public entities. HUD enforces Title II when it relates to state and local public housing, housing assistance and housing referrals. This Act requires among other things that all bids and contracts must contain language that prohibits discrimination on the basis of disability by public entities in all services or programs.

Architectural Barriers Act of 1968

The Architectural Barriers Act requires that buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 must be accessible to and useable by handicapped persons.

Age Discrimination Act of 1975

The Age Discrimination Act prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

Title IX of the Education Amendments Act of 1972

Title IX prohibits discrimination on the basis of sex in education programs or activities that receive federal financial assistance.

Fair Housing-Related Presidential Executive Orders:

Executive Order 11063

Executive Order 11063 prohibits discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

Executive Order 11246

Executive Order 11246, as amended, bars discrimination in federal employment because of race, color, religion, sex, or national origin.

Executive Order 12892

Executive Order 12892, as amended, requires federal agencies to affirmatively further fair housing in their programs and activities, and provides that the Secretary of HUD will be responsible for coordinating the effort. The Order also establishes the President's Fair Housing Council, which will be chaired by the Secretary of HUD.

Executive Order 12898

Executive Order 12898 requires that each federal agency conduct its program, policies, and activities that substantially affect human health or the environment in a manner that does not exclude persons based on race, color, or national origin.

Executive Order 13166

Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally-assisted and federally conducted programs and activities.

Executive Order 13217

Executive Order 13217 requires federal agencies to evaluate their policies and programs to determine if any can be revised or modified to improve the availability of community-based living arrangements for persons with disabilities.

2. Affirmatively Furthering Fair Housing.

a. The Subrecipient or Contractor shall comply with Section 104 (b) (2) of the Housing and Community Development Act of 1974, ("HCD") as amended (42 U.S.C. 5309). This governing statute for the LHRD program requires that each grantee certify to HUD's satisfaction that (1) the grant will be conducted and administered in conformity with the Fair Housing Act (42 U.S.C. 3601-20) and (2) the grantee will affirmatively further fair housing.

b. This requirement is codified for local jurisdictions, in the HUD Consolidated Plan requirements under 24 CFR § 91.225. Under the Consolidated Plan, HUD funded recipients are required to: (1) examine and attempt to alleviate housing discrimination within their jurisdiction; (2) promote fair housing choice for all persons; (3) provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, familial status, or national origin; (4) promote housing that is accessible to and usable by persons with disabilities; (5) and comply with the non-discrimination requirements of the Fair Housing Act.

c. The identification and subsequent reduction and/or elimination of impediments to fair housing involves affirmatively furthering fair housing as part of the acceptance of HUD program funds. Affirmatively furthering fair housing may be grouped into the following three categories:

- *Intent*: The obligation to avoid policies, customs, practices or processes whose intent or purpose is to impede, infringe, or deny the exercise of fair housing rights by persons protected under the Federal Fair Housing Act.
- *Effect*: The obligation to avoid policies, customs, practices or processes whose effect or impact is to impede, infringe, or deny the exercise of Fair Housing rights by persons protected under the Fair Housing Act.
- *Affirmative Duties*: The Act imposes a fiduciary responsibility upon public agencies to anticipate policies, practices, or processes that previously, currently or may potentially impede, infringe or deny the exercise of fair housing rights by persons protected under the Federal Fair Housing Act.

d. In order to affirmatively further fair housing in the sale or rental of property acquired or rehabilitated with HUD funds, the Subrecipient or Contractor must prepare and follow an Affirmative Fair Housing Marketing Plan ("AFHMP") The Affirmative Fair Housing Marketing Plan must be consistent with OCD's Affirmative Fair Housing Marketing Guidelines and must be submitted to OCD in advance of the selection process for review and approval.

The AFHMP must include the following:

- The process of outreach advertising, and selection of applicants that will attract potential consumers or tenants of all minority and non-minority groups within the housing market, regardless of race, color,

religion, sex, national origin, disability, or familial status. Special outreach should be conducted to groups least likely to apply. Examples of such action include:

- Advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (i.e. radio stations, posters, newspapers) within the marketing area;
- Use of the Equal Housing Opportunity Logo and the equal housing opportunity statement.
- Educate persons within an organization about fair housing and their obligations to follow nondiscrimination laws; and
- Conduct outreach to advocacy groups (i.e. disability rights groups) on the availability of housing.

- A selection process which is open, fair and equitable (i.e. a housing lottery).
- Any system of preference of priority with respect to the solicitation of applicants, selection, and qualification of Home Buyers, marketing of Homes or allocation and distribution of Grant funds must be fully set forth and justified in the Affirmative Marketing Plan, which will include an explanation of the need for and likely impact of such preference or priority on the disposition of the Homes in the Project within the context of the Grantee's affirmative marketing efforts and any applicable municipal community development plan. Any system of preference or priority must comply with federal, state and Nassau County fair housing laws and may not foster racial, religious, or other illegal form of discrimination.

3. Nondiscrimination. The Subrecipient or Contractor shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

4. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. The Subrecipient or Contractor shall cause or require recording of a covenant running with the land to be sold, leased, transferred, acquired, cleared or improved with assistance provided under this Agreement, along with the deed or lease for such transfer, prohibiting discrimination as herein inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient or Contractor, in undertaking its obligation to carry out the program assisted hereunder, shall take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

5. Section 504. The Subrecipient or Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and all Federal regulations promulgated thereunder to ensure compliance with the law, which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program.

The Grantee shall provide the Subrecipient or Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan. The Subrecipient or Contractor agrees that it shall be committed to carrying out an Affirmative Action Program in accordance with the County's requirements in keeping with the principles provided in President's Executive Order 11246 of September 24, 1966. The County shall provide Affirmative Action guidelines to the Subrecipient or Contractor to assist in the formulation of such program. The Subrecipient or Contractor shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE).

a. General. The Subrecipient or Contractor shall use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in development, design, and construction by performing work and providing goods and services in connection with this Project.

b. MBE/ WBE Thresholds. As used in this Agreement, the term "small business" shall mean a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and the term "minority and women's business enterprise" shall mean a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. The Subrecipient or Contractor may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Local Requirements. The Nassau County Legislature adopted Local Law No. 14-2002 (Set forth in Appendix EE of this contract) detailing the implementation of the local MBE / WBE program. For further information see:

http://www.nassaucountyny.gov/agencies/MinorityAffairs/index.html#

d. Contracting. Prior to the commencement of any project, the Subrecipient or Contractor shall provide the County with a MBE/ WBE utilization plan setting forth the steps that will be taken to identify and solicit bids as prime or subcontractors from Women and Minority Owned Businesses. The total dollar award of contracts includes the total contract price of all contracts awarded for the furnishing of labor, materials or services for inclusion in the project, exclusive of payments to government and financing costs. Specific products and services include, but are not

limited to, architectural and engineering services, legal services, all construction trades, equipment and fixtures, finishes, and furnishings.

e. Goals. In order to achieve this objective, OCD has established the following business participation goals presented as a percentage of the total value of all contracts let in connection with this contract: *5% to minority business enterprises and 5% to women business enterprises.* These goals should be included in all bids and contracts.

f. Reporting. Within 30 days of the commencement of work pursuant to this Agreement, the Subrecipient or Contractor shall provide to the County a list of MBE / WBE firms selected as contractors or subcontractors. The Subrecipient or Contractor must complete HUD Form 2516 – Contract and Subcontract Activity report and submit it to OCD at the end of each program year for consolidation and inclusion in the Consolidated Annual Performance Report ("CAPER").

C. Mandatory Training

1. Prior to the commencement of any project, the Subrecipient or Contractor shall attend mandatory compliance training at the office of OCD. Failure to attend a training may result in a, temporarily withhold cash payments; disallow all or part of the cost of an activity or action; or wholly or partly suspend or termination of the award

Attachment 4

AGREEMENT

Agreement made this _____ day of _____ , 2011, by and between the Glen Cove Industrial Development Agency, 9 Glen Street, Glen Cove, NY 11542 ("IDA") and _____ ("Engineer") for _____ to perform the hereinafter described services on behalf of the IDA:

1. Services to be Performed

   A. Services

      This Agreement covers Professional services relating to the remediation of the brownfield site located at 10 Garvies Point Road, Glen Cove New York, as described in the IDA's Request for Proposals, included herein as attachment B.

   B. Fees

      Unless provided otherwise in writing, the Consultant's Not-to-Exceed estimate will be based upon Consultant's experience, qualifications, professional judgment and on data submitted by IDA. If Consultant believes that its costs are likely to exceed the Not to Exceed estimate, Consultant will notify IDA in writing indicating why the estimate will be exceeded and will provide a revised estimate. IDA shall not be liable for any additional cost(s) invoiced by Consultant in excess of Consultant's Not to Exceed or revised Not to Exceed estimate, as the case may be, unless approved by IDA in writing. Consultant shall have no obligation to provide services without compensation.

   C. Changes in Scope of Services

      If IDA or Engineer requests changes in the services to be performed in accordance with the Not to Exceed, or revised Not to Exceed estimate, Engineer and IDA, upon mutual agreement, shall execute a written change order describing the changes to the services and authorized budget. Engineer shall make no changes in the services unless approved by IDA in writing.

2. Time for Performance

   A. If Engineer's services are interrupted, suspended, or delayed for any reason beyond the reasonable control of the IDA, the work schedule and any completion date shall be adjusted accordingly and Engineer shall be compensated for all its increased costs resulting from such interruption, suspension, or delay. In the event the duration of any delay in the services is longer than anticipated or if the

costs of such delay are greater than anticipated, IDA may terminate this Agreement for its convenience.

B. If Engineer's services are interrupted, suspended, or delayed for any reason beyond its reasonable control, requiring the work schedule and any completion date to be adjusted, then in such event the IDA shall be compensated for all its reasonable increased costs and damages, including reasonable attorneys' fees, resulting from such interruption suspension or delay.

3. Compensation and Payment

A. Compensation

Engineer's invoice shall be due and payable thirty (30) days from its receipt by IDA. If IDA objects to all or any portion of the invoice, IDA shall notify Engineer in writing within ten (10) days from its receipt of the invoice, identify the cause of disagreement, and pay when due that portion of the invoice that is not in dispute provided no outstanding claim exists against Engineer on behalf of the IDA. IDA's failure to provide such notice shall be evidence that the IDA has accepted the invoice as written. In the event the Engineer and IDA cannot resolve a dispute regarding the invoiced amount within thirty (30) days after receipt by Engineer of IDA's notice of disagreement, the dispute shall be subject to the Dispute Resolution provision of this Agreement. Engineer shall provide documentation to substantiate all claims for payment and shall itemize all invoice(s) showing itemized hours spent, including employee name, title, base rate, fringe factor and multiplier, travel and per diem expenses. The IDA does not pay premium rates for any overtime worked unless specifically authorized in writing by the IDA in advance of such expenditure. All expenses approved by the IDA will be paid at direct cost, with no allowance for markup.

B. Taxes

All local or state taxes or fees related to the Services (except any Federal and State income taxes) will be paid by Engineer and invoiced to IDA.

4. Engineer Responsibilities

A. Standard of Care

Engineer will perform the services in a manner consistent with the level of care and skill generally exercised by firms providing the same or similar professional engineering and/or architectural services in the New York, Long Island area under similar conditions at the time the services are provided. Engineer shall, without additional compensation, correct or revise any of its reports and other

deliverables, not consistent with this standard of care which are made known to Engineer by IDA within one (1) year after the deliverable is sent to IDA.

B. Cooperation of IDA

Engineer will regularly advise IDA of the status of any particular project, and will coordinate its activities with IDA and accommodate other IDA's activities at the project site. Engineer and IDA shall each designate an authorized representative to be available for consultation, assistance and coordination of activities.

C. Responsibility for Uncompleted Services

Engineer and IDA intend that Engineer complete the services described in Engineer's proposal. If any of the services are eliminated, or if Engineer is not retained to provide subsequent services, Engineer's responsibility to IDA shall extend only to services completed as of the termination date.

D. Utilities

The scope of work does not require utility mark out services.

5. IDA's Responsibilities

A. Information

IDA agrees to provide information in its possession including surveys, studies, available descriptive information regarding construction, prior site evaluations and current conditions.

B. Cooperation with Engineer

IDA will cooperate with Engineer to complete the Project in a timely, efficient, and cost-effective manner. IDA shall designate an authorized representative familiar with a project who shall be available to Engineer and who has the authority to make all decisions required to assure that Engineer can provide the services.

6. Permits, Certifications, and Other Approvals

Unless specified otherwise Engineer shall obtain in IDA's name, all permits and other approvals required for a project. Engineer's costs shall be invoiced to IDA.

7. Confidentiality

With the exception noted below, Engineer shall consider all IDA's information confidential and will not disclose IDA's information or its findings to any third party unless directed by a court order or by the IDA in writing. In the event Engineer is directed to provide information or findings by court order it will cooperate with IDA by providing as much notice as possible under the circumstances and by other lawful means as IDA may request.

IDA understands and agrees that applicable law may obligate Engineer to take action to protect public health, safety, or the environment, or to disclose to governmental regulatory agencies conditions that are discovered during the course of providing services under this Agreement. Engineer will notify IDA prior to taking such action or disclosing such conditions to any governmental regulatory agencies, except that Engineer shall not be required to provide prior notice to IDA if the time required to provide such notice may result in or increase the risk of imminent harm to persons, property, or the environment, or may render Engineer criminally or civilly liable under applicable law and Engineer disclosure under these circumstances shall not be a breach of this Agreement.

With IDA's prior written approval, Engineer may use IDA's name and a general description of a project as a reference for business development purposes.

8. Ownership of Documents and Materials

All documents, including reports, drawings and specifications prepared by Engineer pursuant to this Agreement are instruments of its services and Engineer will retain a true copy of all information provided to the IDA under this Agreement. All project related information is the IDA's property. IDA agrees that Engineer information is not to be used by IDA or any other party in any way not directly related to the services provided for which the information was created or compiled.

IDA may make copies of Engineer's reports available to other parties. However, IDA shall not intentionally disclose any portions or excerpts of any report in a way that may mislead others. Engineer shall have no obligation to any third party unless agreed to in writing and is not responsible for IDA's use of Engineer work product in any other project or by any other party.

9. Allocation of Risk

IDA understands that any required structural evaluation services will be done through visual inspection and entail uncertainty and the risk that certain structural problems will not be evident to a trained inspector. This statement shall hold true unless Engineer is directed to perform destructive or invasive investigations and testing which shall be specifically stipulated in writing by the IDA and agreed upon by the Engineer.

A. Insurance

1) Unless other limits are specifically stipulated in writing for a specific project, Engineer will maintain the following insurance coverage over the duration of the project:

Insurance	Limits
Worker's Compensation Coverage A Employer's Liability/Coverage B	Statutory $1,000,000 each accident
Commercial General Liability (including Contractual Liability Bodily Injury and Property Damage Combined, and Personal Injury)	$1,000,000 each occurrence $2,000,000 in aggregate
Commercial Automobile Liability (Bodily Injury and Property Damage Limit Combined)	$1,000,000 combined single
Professional Liability	$1,000,000 each claim $1,000,000 in aggregate

2) Engineer will provide IDA with a certificate evidencing that this insurance is in place and that the IDA is named as an additional insured on applicable policies. Engineer's policy requires that the Insurer give IDA thirty (30) days prior written notice of cancellation or material alteration in the policies or any part thereof in a manner adverse to IDA.

B. Indemnification

Engineer agrees to indemnify and hold IDA and its officers, directors, agents, servants and employees harmless from and against claims, suits, damages, or losses incurred by IDA, to the extent caused by the negligent acts or willful misconduct of Engineer or its officers, directors, agents, servants or employees. This Agreement to indemnify, and hold IDA harmless shall not extend to any suit, claims, damages, or losses caused by the acts, omissions, or willfull conduct of IDA.

No claim may be asserted by either party against the other, unless an action on the claim is commenced within two (2) years after the date of Engineer's final invoice to IDA for any particular project. This limitation shall not apply to any claim due to personal injury or death of a third party. Engineer shall not be liable for any

special, incidental or consequential damages unless said damages are occasioned by the negligence of Engineer, its officers, directors, agents, servants or employees.

10. Termination

A. Termination for Cause

Either party may terminate this Agreement for (1) failure of the other party to substantially perform its responsibilities under this Agreement, (2) substantial violation of any provision of the Agreement, or (3) discovery of conditions that differ materially from those ordinarily found to exist in, or generally recognized as inherent in any of the services contemplated under this Agreement. The terminating party shall provide: (a) no less than ten (10) days written notice of its intent to terminate, specifying the reasons; (b) an opportunity for the terminated party to cure the alleged failure or violation within ten (10) days; and (c) an opportunity to reasonably consult with the terminating party before the effective date of termination.

B. Termination for Convenience

IDA may terminate this Agreement for its convenience on written notice of its intent to terminate. Each party shall be subject to all provisions of this Agreement during the period after notice and prior to the effective date of termination, unless otherwise agreed in writing.

C. Procedures After Termination

1) Engineer shall submit a final invoice to IDA as soon as practical after the effective date of termination. The final invoice will reflect all services and charges up to the effective termination date, including the cost to demobilize and terminate the services.

2) IDA shall pay Engineer final invoice within thirty (30) days after receipt. Any dispute relating to the final invoice will be resolved according to the Dispute Resolution provisions of this Agreement.

11. Dispute Resolution

A. Any action to resolve a dispute arising out of this Agreement must be filed within one (1) year from the time the cause of action arose or it shall be time barred.

B. The parties shall attempt in good faith resolve any dispute, controversy or claim related to this Agreement within ten (10) business days after the date any such issue arises (the "Issue Date").

C. If the parties cannot resolve a dispute within this period, the parties agree to submit the dispute to mediation within thirty (30) days after the Issue Date and may use any mediator upon which they mutually agree. If the parties cannot mutually agree on a mediator within forty (40) days after the Issue Date, the parties will each select a mediator. The two (2) mediators will then select the mediator. The cost of any mediation will be split equally between the parties.

D. If the parties are unsuccessful in their good faith attempt to mediate the dispute, the dispute may, on the agreement of the parties, be settled by arbitration in the County of Nassau, State of New York. The parties agree to waive any jury trial.

E. The laws of the State of New York will control. The parties agree that a judgment on an arbitration award may be obtained from and enforced in any court having appropriate jurisdiction.

12. Miscellaneous

A. Successors and Assigns

1) This Agreement shall be binding on Engineer and IDA and their successors, legal representatives and assigns.

2) In accordance with the provisions of section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the IDA. An assignment shall not relieve the assigning party from any responsibility, duty, or obligation under this Agreement, unless expressly agreed to in writing. Any attempt by either party to assign this Agreement in violation of the above provision shall be null and void.

3) Engineer may retain any subcontractors which, in Engineer's opinion, can assist in the performance of services under this Agreement. Engineer shall be responsible for all services provided by its subcontractor(s) as if the services were provided directly by Engineer.

4) All duties, responsibilities, rights, and interests created by this Agreement are for the sole and exclusive benefit of Engineer and IDA, and not for the

benefit of any third party.

B. Notices

Any written notice required or authorized under this Agreement shall be personally delivered, sent by certified mail or overnight delivery to the other party at the address set forth for each party herein authorized representatives designated under this Agreement. The party providing notice must be able to document delivery to the other party by means of an affidavit of service or appropriate receipt.

C. Survival of Sections

Articles 3, 7, 8, 9, 10 and 11 of this Agreement shall survive the completion of the services or termination of this Agreement.

D. Severability

If any provision of this Agreement is determined to be void or unenforceable by a court, all remaining provisions shall continue to be valid and enforceable. The parties when reasonably possible agree to reform or replace any void or unenforceable provision with a valid and enforceable provision that comes as close as possible to expressing the intention of the void or unenforceable provision.

E. Paragraph Headings

The paragraph headings in this Agreement are included solely for reference, and shall not define, limit, or affect the construction or interpretation of this Agreement.

F. Whole Agreement

The Agreement, as supplemented by any documented changes, constitutes the complete and final Agreement between Engineer and IDA. This Agreement supersedes all prior or contemporaneous Agreements, communications, representations, undertakings or understandings between the parties, whether oral or written, including but not limited to, purchase orders relating to any project, except as expressly incorporated into this Agreement. Modifications to this Agreement shall not be binding unless made in writing and signed by authorized representatives of Engineer and IDA.

1) All preprinted terms and conditions of any purchase order used to request or authorize services are void and of no effect unless otherwise agreed to

in writing by the parties.

2) To the extent that they are inconsistent or contradictory, this Agreement shall take precedence over all other documents, except amendments expressly revising it.

3) Any term and/or condition set forth in a change order executed after the date of this Agreement shall take precedence over any inconsistent or contradictory term in this Agreement.

G. Independent Contractor

Engineer shall be fully independent in performing services under this Agreement and shall not act as an agent or employee of IDA. Engineer shall be solely responsible for its employees, subcontractors, servants and agents and for their actions, compensation, benefits, contributions and taxes.

H. Rules

No rules, requirements or customs of any society or association of professional engineers or any similar association shall affect this Agreement in any way whatsoever or be binding upon the IDA.

I. Required Provisions of Law

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

(1) Labor Law section 220-e and Executive Law sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.

(2) Affirmative action as required by the Labor Law.

(3) Prevention of dust hazard required by Labor Law section 222-a.

(4) Preference in employment of persons required by Labor Law section 222.

(5) Eight-hour workday as required by Labor Law section 220(2).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

IDA of Glen Cove	Engineer/Architect
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____
	Firm Name:_____

Attachment 5

GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY
9 GLEN STREET
GLEN COVE, NY 11542

REQUEST FOR PROPOSALS

BROWNFIELD SITE REMEDIATION: PROFESSIONAL SERVICES

IDA 2011-002
EPA BF97285006
EPA BF 98297603

DATE _____

FIRM _____

COST ESTIMATE

TASKS 2.1_____

TASK 2.2_____

TASK 2.3 _____

TASK 2.4_____

TASK 2.5_____

TASK 2.6_____

TASK 2.7_____

TOTAL _____

COMMENTS _____

_____

SUBMITTED BY _____